

03-24-2000

FORM PTO-1594  
(Rev 5-93)



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commis.

101296895

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
GLOBAL EMPLOYER'S NETWORK, INC.

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State: TEXAS  
Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: February 15, 2000

*MRS  
3/2/00*

2. Name and address of receiving party(ies):  
Name: IMPERIAL BANK  
Address: 226 AIRPORT PARKWAY  
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)  
75/499,602                      75/339,786

B. Trademark Registration No.(s)  
2,277,795                      2,277,770  
2,277,769                      2,277,767  
2,254,919                      2,222,359  
2,220,129

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
401 B Street, Suite 1700  
San Diego, California 92101-4297

6 Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) . . . . . \$240.00 **E**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Erin O'Brien                      *Erin O'Brien*                      March 1, 2000  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

03/24/2000 DNGUYEN 00000124 071907 75499602

01 FC:481                      40.00 CH  
02 FC:482                      200.00 CH

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TRADEMARK  
REEL: 002039 FRAME: 0235

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 15, 2000 by and between IMPERIAL BANK ("Bank") and GLOBAL EMPLOYER'S NETWORK, INC., a Texas corporation ("Grantor").

## RECITALS

A. Bank has agreed to enter into that certain Loan and Security Agreement by and between Bank and Grantor, (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and any other Loan Document, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

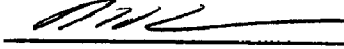
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

12222 Merit Drive, Suite 450  
Dallas, Texas 75251

GLOBAL EMPLOYER'S NETWORK, INC.

By: 

Title: CHAIRMAN & CEO

Attn: Chief Executive Officer, Chief Financial Officer

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

By: 

Title:

Attn: Corporate Banking Center

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

*NONE*

**EXHIBIT B**

**Patents**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

**EXHIBIT C**

**Trademarks**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Dates</u></b>
Ejobs	2,277,795	09/14/99
The Geni Model	2,277,770	09/14/99
Geni (and design)	2,277,769	09/14/99
Enterprise Staffing Solutions	75/499,602	06/10/98
The Geni Services	2,277,767	09/14/99
Staffinggeni	2,254,919	06/22/99
Resumegeni	75/339,786	08/12/97
Global Employer's Network, Inc.	2,222,359	02/09/99
Geni	2,220,129	01/26/99