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02-07-2001

FORM PTO-1594
(Rev 5-93)

ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commiss

ched original documents or copy thereof.

101607247

1. Name of conveying party(ies):

EJOBS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: TEXAS

Other:

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

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: February 15, 2000

Name: IMPERIAL BANK

Address: 226 Airport Parkway

City: San Jose State: CA Zip: 95110-1024

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 [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

76/101,081

76/061,912

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Evelyn G. Santiago
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 65.00

[x] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: _____

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

RECEIVED
2001 FEB - 7 AM 10: 09
ASSIGNMENT SERVICES
DIVISION

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.

Evelyn G. Santiago
Name of Person Signing

February 6, 2001
Date

Total number of pages comprising cover sheet: [10]

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

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.

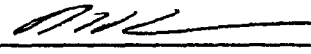
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

IMPERIAL BANK

By: 

Title: SVP

Attn: Corporate Banking Center

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Dates</u>
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
EJOBS...MAKING GOOD RECRUITERS GREAT	76/101,081	08/01/00
EJOBS	76/061,912	06/02/00

FIRST AMENDMENT
TO
LOAN DOCUMENTS

This First Amendment to Loan Documents is entered into as of October 13, 2000, by and between IMPERIAL BANK ("Bank") and EJOBS, INC., a Texas corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of February 15, 2000, as amended from time to time (the "Loan Agreement"). In connection with the Loan Agreement, Borrower executed an Intellectual Property Security Agreement dated as of February 15, 2000 and a Warrant to Purchase Stock dated as of February 15, 2000 (collectively with the Loan Agreement, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "GLOBAL EMPLOYER'S NETWORK, INC." Borrower has changed its name as reflected in Exhibit A attached hereto, and this Amendment corrects the name of Borrower in each of the Loan Documents.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "GLOBAL EMPLOYER'S NETWORK, INC." shall mean and refer to "EJOBS, INC."
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.
3. Borrower represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

EJOBS, INC.

By: Gray Biggs
Title: Controller

IMPERIAL BANK

By: Alan Bell
Title: AVP

Exhibit A



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT OF

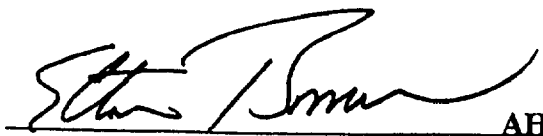
EJOBS, INC.
FORMERLY: GLOBAL EMPLOYER'S NETWORK, INC.
FILE NO. 1355603

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: May 15, 2000

Effective: May 15, 2000


AH

Elton Bomer
Secretary of State
TRADEMARK

REEL: 002231 FRAME: 0281

FILED
In the Office of the
Secretary of State of Texas
MAY 15 2000
Corporations Section

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF GLOBAL EMPLOYER'S NETWORK, INC.**

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

ARTICLE ONE

The name of the corporation is Global Employer's Network, Inc.

ARTICLE TWO

The following amendment (the "Amendment") to the articles of incorporation was adopted by the shareholders of the corporation on April 28, 2000.

The Amendment changes Article One of the Amended and Restated Articles of Incorporation filed on February 4, 1999 and the full text of Article One as altered is as follows:

The name of the Corporation is EJOBS, INC.

ARTICLE THREE

The number of shares of the corporation outstanding at the time of such adoption was 12,974,167 shares of stock. The number of shares entitled to vote on the Amendment was 12,974,167 shares of stock.

ARTICLE FOUR

The requisite number of holders have signed a written consent to the adoption of the Amendment pursuant to Article 9.10 and any written notice required by Article 9.10 has been given.

Dated May 1, 2000

GLOBAL EMPLOYER'S NETWORK, INC.

By:


Gary Slagel, Vice Chairman