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01-24-2001

FORM PTO-161
Expires 06/30/99
OMB 0651-0027



U.S. Patent & TMO/TM Mail Rcpt Dt. #10

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

101606105

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.74.01

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

Submission Type

- 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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/22/00

Name High Technology Solutions, Inc.

Formerly _____

75764607

- 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/AKATA _____

Composed of _____

Address (line 1) Imperial Bank Tower

Address (line 2) 701 B Street, Suite 600

Address (line 3) San Diego California/USA 92101
City State/Country Zip Code

- 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.)

FOR OFFICE USE ONLY

Public burden 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. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002231 FRAME: 0348

Domestic Representative Name and Address

Enter for the first 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="75/764,602"/>	<input type="text" value="75/902,232"/>	<input type="text" value="76/071,092"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/039,530"/>	<input type="text" value="76/149,247"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/912,784"/>	<input type="text" value="76/079,421"/>	<input type="text"/>	<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.

Kathy A. Keller
Name of Person Signing

Kathy A. Keller
Signature

January 23, 2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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 the Assignment.)

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Trademark Application Number(s)

Registration Number(s)

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

This Amendment (the "Amendment"), effective as of December 22, 2000, is made by and between High Technology Solutions, Inc., a Delaware corporation, EyeVelocity, Inc. (formerly known as M.A.C.R.O. Systems, Inc.), a Washington corporation (herein jointly and severally referred to as "Borrower"), and Imperial Bank, a California banking corporation ("Bank"), and supplements and amends the Mortgage, Assignment and Grant of Security Interest with respect to Patents, Trademarks, Copyrights and other Collateral (the "Agreement") dated June 7, 1999, by and between Borrower and Bank, and Schedule A of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Agreement is hereby amended as follows:

I. Section 12 F of the Agreement is hereby amended as follows:

"12 F. Borrower has conducted searches and obtained opinion of counsel that all material patents, marks, copyrights, trade secrets and other Intellectual Property set out in Schedule A is available for use and protection by Borrower free of infringement of a third-party's rights;

II. Section 12 L of the Agreement is hereby amended as follows:

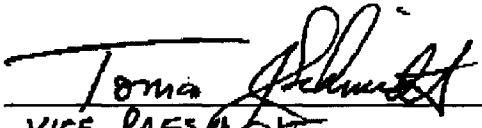
"12 L. To the Borrower's knowledge, as of December 22, 2000, Borrower and the Collateral do not infringe or violate any third party's Intellectual Property Rights;"

III. Schedule A of the Agreement is hereby amended to reflect the additions and deletions of trademarks and patents as set forth in Schedule A attached hereto.

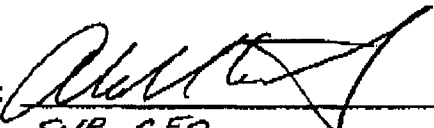
IV. Other Terms and Conditions. To the extent that there is any conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail. There are no other modifications to the Agreement and, except as expressly modified in this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in multiple counterparts, each of which shall be deemed an original, all as of the date and year first written above.

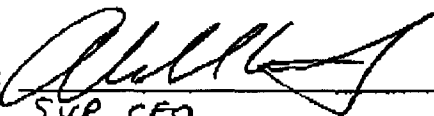
IMPERIAL BANK

By: 
Its: VICE PRESIDENT

HIGH TECHNOLOGY SOLUTIONS, INC.

By: 
Its: SVP, CFO

EYEVELOCITY, INC.

By: 
Its: SVP, CFO

Schedule "A"

Trademarks:

The following marks are hereby added to the original Schedule A:

MARK	APPLICANT/REGISTRANT	COUNTRY	REG.#/APP.#
VIRTUAL RECRUITER	HTS	United States	75/764,602
EYEVELOCITY.COM	HTS	United States	76/039,530
EYEVELOCITY	HTS	United States	75/912,784
DIME	MACRO Systems, Inc.	United States	75/902,232
MACROSYSTEMS	EyeVelocity, Inc.	United States	76/149,247
MACRO SYSTEMS	EyeVelocity, Inc.	United States	76/079,421
POWERED BY EYEVELOCITY	EyeVelocity, Inc.	United States	76/071,092
EYEVELOCITY	HTS	Canada	/1,069,932
EYEVELOCITY.COM	HTS	Canada	/1,069,933
ACCESSORIZOR	MACRO Systems, Inc.	Canada	1,020,006
ACCESSORIZOR	MACRO Systems, Inc.	European Community	001213552
INTERNET ACCESSORIZOR	MACRO Systems, Inc.	Canada	1,020,005
INTERNET ACCESSORIZOR	MACRO Systems, Inc.	European Community	001215110
TOUCHMANAGER	HTS	United States	Pending

The following Trademark information is hereby amended to reflect the addition of the Registration Number:

MARK	APPLICANT/REGISTRANT	COUNTRY	REG.#/APP.#
INTERNET ACCESSORIZER	MACRO Systems, Inc.	United States	2,409,337