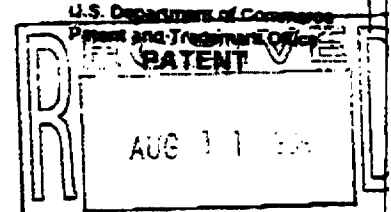


11-17-1999

FORM PTO-1619A  
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Case 0651-0027



101164306



*Corrective MCA*

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#### Conveyance Type

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Departmental File  Secret File

*MCD 11-16-99*

#### Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
07301999

Name (line 1) High Technology Solutions, Inc.

Name (line 2) \_\_\_\_\_

#### Second Party

Execution Date  
Month Day Year  
07301999

Name (line 1) M.A.C.R.O. Systems, Inc.

Name (line 2) \_\_\_\_\_

#### Receiving Party

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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 is attached. (Designation must be a separate document from Assignment.)

Name (line 1) Imperial Bank

Name (line 2) \_\_\_\_\_

Address (line 1) 701 B. Street

Address (line 2) Suite 600

Address (line 3) San Diego CA 92101

#### Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Sean L. 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

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PATENT  
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PATENT

Correspondent Name and Address

Area Code and Telephone Number

619-533-7386

Name Sean L. 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

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Application Number(s) or Patent Number(s)

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

Patent Application Number(s)

Patent Number(s)

Grid for Patent Application Number(s) with empty boxes.

5,845,263

5,784,564

Grid for Patent Number(s) with empty boxes.

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT application number input fields.

Number of Properties

Enter the total number of properties involved.

# 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

Method of Payment: Deposit Account

Enclosed [x] 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 [x] 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.

Signature: LUCINDA Y. QUINN

Signature: [Handwritten Signature]

Date: 9/11/04

Name of Person Signing

Signature

Date

40!

Corrective Assignment to  
Add ANOTHER ASSIGNOR NAME,  
Filed on 8-11-99, Recorded on Reel  
010164 Frame 0935. Assignor hereby  
confirms the Assignment of the entire  
Interest.

Please Type this  
brief.

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08-23-1999

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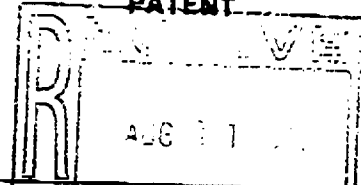
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Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other \_\_\_\_\_

**U.S. Government**  
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Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Name (line 1) High Technology Solutions, Inc. Execution Date 07301999  
Month Day Year

Name (line 2) \_\_\_\_\_

**Second Party**

Name (line 1) \_\_\_\_\_ Execution Date \_\_\_\_\_  
Month Day Year

Name (line 2) \_\_\_\_\_

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Address (line 3) Suite 2600

Address (line 4) San Diego, Ca 92101

08/23/1999 RTHRI1 00000195 5845263

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**PATENT**  
REEL: 010226 FRAME: 0890

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Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**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. #

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

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

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,845,263"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,784,564"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  PCT  PCT

only if a U.S. Application Number has not been assigned. PCT  PCT  PCT

**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.

Tisha P. Underwood Tisha P. Underwood 8/11/99

Name of Person Signing Signature Date

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

THIS AGREEMENT, is made as of the 7<sup>th</sup> 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

JUL-20-1999 12:42

IMPERIAL BANK LEND.

P.13/14

**Schedule "A"**

**Marks:**

Serial No.	Mark/ No.	Title of Invention (s) or Application(s)
75071,902	2,064,704	"GIBFOOD" (with design) Applicant: HTS, Inc.
75610,609		ACCESSORIZER Applicant: Macro Systems, Inc.
75610,411		ACCESSORIZER Applicant: Macro Systems, Inc.
75610,995		INTERNET ACCESSORIZER Applicant: Macro Systems, Inc.
75610,994		INTERNET ACCESSORIZER 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