

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
------------------------------	-------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cohesia Corporation		08/25/2005	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Blue Chip Capital Fund III Limited Partnership
Composed Of:	COMPOSED OF Blue Chip Venture Company, Ltd., general partner
Street Address:	1100 Chiquita Center; 250 East Fifth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: OHIO

Name:	Blue Chip Capital Fund II Limited Partnership
Composed Of:	COMPOSED OF Blue Chip Venture Company, Ltd., general partner
Street Address:	1100 Chiquita Center; 250 East Fifth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: OHIO

Name:	Arbor Venture Partners II, L.L.C.
Street Address:	1100 Chiquita Center; 250 East Fifth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	limited liability company: MICHIGAN

Name:	Ohio Innovation Fund I, L.P.
Street Address:	1100 Chiquita Center; 250 East Fifth Street
City:	Cincinnati

CH \$190.00 2079981

State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: OHIO

Name:	National Center for Industrial Competitiveness
Street Address:	1100 Chiquita Center, 250 East Fifth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: OHIO

Name:	Pita Management, LLC
Street Address:	1100 Chiquita Center; 250 East Fifth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	limited liability company: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2079981	MASS
Registration Number:	2180958	SDL
Registration Number:	2347222	WE PROVIDE THE CRITICAL MASS
Registration Number:	2625715	INTELLIDOC
Registration Number:	2450179	COHESIA
Registration Number:	2439656	VIRTUAL SPECIFICATION
Serial Number:	78562061	SPEC STUDIO

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondent Name: Linda D. Bayliss
Address Line 1: Suite 1800; 425 Walnut Street
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Linda Bayliss, paralegal TS&H LLP
Signature:	/linda bayliss, paralegal/

Date:

08/31/2005

Total Attachments: 13

source=w0504902#page1.tif
source=w0504902#page2.tif
source=w0504902#page3.tif
source=w0504902#page4.tif
source=w0504902#page5.tif
source=w0504902#page6.tif
source=w0504902#page7.tif
source=w0504902#page8.tif
source=w0504902#page9.tif
source=w0504902#page10.tif
source=w0504902#page11.tif
source=w0504902#page12.tif
source=w0504902#page13.tif

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented, renewed, or otherwise modified from time to time, this "Intellectual Property Security Agreement") is made and entered into effective as of the 25th day of August, 2005 by Cohesia Corporation, an Ohio corporation, which has its address at 8093 Columbia Road, Suite 250, Mason, Ohio 45040 ("Grantor"), and Blue Chip Capital Fund III Limited Partnership, as agent for itself and the other Lenders (as defined in the Purchase Agreement (as defined below)) ("Grantee").

RECITALS

WHEREAS, the Lenders have agreed to lend not less than \$2,000,000 in the aggregate to Grantor pursuant to that certain Note Purchase Agreement of even date herewith by and among Grantor and the Lenders (the "Purchase Agreement"), subject to the fulfillment of certain terms and conditions, including Grantor's granting to the Lenders a security interest in all of Grantor's personal property, as contemplated by Agreement of even date herewith (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement or the Security Agreement, as the case may be.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. To secure Grantor's prompt, punctual, and faithful payment and performance of all and each of the Secured Obligations (consisting of (a) the due and punctual payment in full of all installments of principal and interest and other sums due under the Notes, or any renewals, extensions or modifications thereof; and (b) the due and punctual performance and observance by Grantor of all of its agreements, covenants, obligations, warranties and representations under the Purchase Agreement and the other Loan Documents, Grantor grants to Grantee a continuing first priority security interest in all of the right, title, and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) all of the right, title, and interest of Grantor in and to all present and future copyrights, copyright registrations, and copyright applications relating to the Business (including, without limitation, all present copyrights, copyright registrations, and copyright applications of Grantor relating to the Business, and (i) all renewals and extensions thereof, (ii) all income, royalties, damages, and other rights to payment now or in the future due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) all right, title, and interest in and to any and all present and future license agreements with respect thereto, including, without limitation, the rights to income or royalties from such licenses, (iv) the right to sue and recover for past, present, and future infringements thereof, (v) all other

rights accruing under or pertaining thereto throughout the world, and (vi) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Copyrights”);

(b) all of the right, title, and interest of Grantor in and to present and future patents and patent applications relating to the Business, whether domestic or foreign, and the inventions and improvements claimed therein (including, without limitation, all present patents and patent applications of Grantor relating to the Business, which are listed on Schedule B, attached hereto and made a part of this Intellectual Property Security Agreement) and (i) the reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) all income, royalties, damages and payments now or in the future due and/or payable in connection therewith, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights to sue for past, present, or future infringements thereof, (iv) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of Grantor of any kind or nature, arising from or associated therewith not otherwise described above, and (vii) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Patents”);

(c) all of the right, title, and interest of Grantor in and to present and future federal, state (including common law), and foreign trademarks, service marks, and trade names relating to the Business, and all applications for registration of such trademarks, service marks, and trade names filed under section 1(a) of the Trademark Act, 15 U.S.C. § 1051(a), or section 1(b) of the Trademark Act, 15 U.S.C. § 1051(b) for which a statement of use has been filed, the assignment of an interest in which would not result in an invalidation of the registration (including, without limitation, all present trademarks, service marks, and trade names of Grantor relating to the Business, and the applications and registrations thereof, which are listed on Schedule C, attached hereto and made a part of this Intellectual Property Security Agreement) and (i) renewals or extensions thereof, (ii) all income, royalties, damages, and payments now due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of Grantor of any kind or nature, arising from or associated therewith and not otherwise mentioned above, (vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor symbolized by and connected therewith, and (viii) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Trademarks”);

(d) all of the right, title, and interest of Grantor in and to present and future trade secrets, formulas, processes, devices, know-how, or compilations of information

relating to the Business (including technical information and non-technical information such as customer lists and marketing plans), which are not available to others and which are maintained as confidential by Grantor, and (i) the right to prevent misappropriation and unauthorized disclosures thereof, (ii) the right to sue for such past, present and future misappropriations or unauthorized disclosures, (iii) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iv) all other rights and interests corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Trade Secrets");

(e) all of Grantor's present and future right, title, and interest in any domain name or any application or registration of any domain name relating to the Business, attached hereto and made a part of this Intellectual Property Security Agreement and (i) the right to sue for any past, present, or future violation of the rights associated therewith, (ii) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is a licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iii) all other rights and interests corresponding thereto throughout the world, and (iv) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Domain Names"); and

(f) all present and future license agreements with respect to any of the Patents, Trademarks, Copyrights, Trade Secrets, Domain Names, or any other patent, trademark, trade name, copyright, trade secret, or domain name, or any application or registration thereof relating to the Business, between Grantor and any other party, whether Grantor is a licensor or licensee under any such license agreement, and (i) renewals, extensions, or amendments thereof, (ii) all income, damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the "Licenses").

2. Representations and Warranties. Grantor represents and warrants to, and agrees with, Grantee that:

(a) the Intellectual Property Collateral listed in Schedules B and C, respectively, constitutes all of the Patents and Trademarks relating to the Business now owned by Grantor or in which Grantor has any right, title, or interest;

(b) the Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(c) all of the Intellectual Property Collateral is valid and enforceable;

(d) Grantor owns or has the exclusive right to use the Intellectual Property Collateral. None of the Intellectual Property Collateral infringes upon or otherwise violates the intellectual property or other proprietary rights of any third party, and no Grantor has received any notice of any claim of infringement or any other claim or proceeding relating to the Intellectual Property Collateral. Grantor has no knowledge of any infringement or other violation of Grantor's rights in the Intellectual Property Collateral by any third party;

(e) Grantor has the authority to execute and perform, and will continue to have the authority to perform, this Intellectual Property Security Agreement according to its terms; and

(f) this Intellectual Property Security Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which is bound.

3. Covenants. Grantor covenants and agrees with Grantee that, from and after the date of this Intellectual Property Security Agreement and until its termination:

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any of the Intellectual Property Collateral (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding Grantor's ownership of any Intellectual Property Collateral, its right to register the same, or to keep and maintain the same.

(b) If Grantor shall obtain rights to any new patents, trademarks, copyrights, trade secrets, domain names or licenses relating to the Business, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto, and Grantor shall give prompt notice in writing to Grantee of any additions necessary to maintain the information in Schedules B and C at all times as then current and complete listings of all Copyrights, Patents, Trademarks, and Domain Names. Grantor authorize Grantee to modify this Intellectual Property Security Agreement or to amend the Schedules hereto to include any such additional rights in patents, trademarks, copyrights, trade secrets, domain names or licenses relating to the Business. However, a failure to so modify this Intellectual Property Security Agreement or the Schedules hereto shall in no way affect, invalidate, or detract from Grantee's continuing security interest in all of the Intellectual Property Collateral, whether or not listed in the Schedules hereto.

(c) Grantor shall take all actions reasonably necessary to file, maintain, and pursue each application, to obtain the relevant registration, and to maintain and preserve the registration of each of the Patents, Trademarks, Copyrights, and Domain Names (now or hereafter existing), including the filing of applications with respect to any such existing or future unregistered copyrightable works and trademarks, applications or

filings for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings, and provide notice in writing to Grantee of such actions.

(d) If any of the Intellectual Property Collateral having material value is infringed upon, or misappropriated, or diluted by a third party, Grantor shall notify Grantee promptly, but no more than three business days after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions as are reasonably appropriate under the circumstances (including, without limitation, as appropriate, suing for infringement, misappropriation, or dilution) to protect such Intellectual Property Collateral.

4. **Power of Attorney.** Grantor hereby irrevocably grants Grantee for its benefit a power of attorney to act as Grantor's attorney-in-fact, with full authority in the name, place, and stead of Grantor, from time to time and in the Grantee's discretion, to take any action and to execute any instrument that Grantee deems reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the authority to do the following:

(a) to modify or amend (in the sole discretion of Grantee and without first obtaining Grantor's approval of or signature thereto) any of the Schedules hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefore) acquired by Grantor after the execution of this document or to delete any reference to any Intellectual Property Collateral in which Grantor no longer have or claim any right, title, or interest; and

(b) to execute, file, and pursue (in the sole discretion of Grantee and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form, or other document in order to perfect, maintain, continue, preserve or otherwise protect Grantee's interest or Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement, or any amendment thereto, (ii) any renewal or other applicable maintenance or continuation filing, and (iii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) to execute any document required to acknowledge, register, or perfect the interest of Grantee in any part of the Intellectual Property Collateral without the signature of Grantor, unless prohibited by applicable law.

The foregoing Power of Attorney is coupled with an interest and is irrevocable.

5. Supplement to Security Agreement. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantor and Grantee with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all of the terms and provisions of which Security Agreement are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

6. Remedies Upon an Event of Default. Upon the occurrence of an Event of Default, Grantee shall have with respect to the Intellectual Property Collateral the rights and remedies granted in Section 6 of the Security Agreement, to the extent applicable.

7. Further Assurances. From time to time Grantor shall take such action and execute and deliver to Grantee such additional documents and instruments as Grantee may reasonably request to effectuate the purposes of this Agreement and to assure Grantee the benefits of the collateral security provided herein, including, but not limited to, transferring any domain name registration to another ICANN accredited registrar of domain names in the event that the current registrar of the domain name refuses to accept or otherwise recognize the power of attorney granted in Section 4.

8. Binding Effect. This Intellectual Property Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by Grantor, Grantee, and their respective successors and assigns.

9. Governing Law. This Intellectual Property Security Agreement shall be governed by the law of the State of Ohio, except as required by mandatory provisions of law or to the extent the validity, perfection, or priority of the security interests hereunder in respect of any Intellectual Property Collateral are governed by the law of a jurisdiction other than the State of Ohio.

10. Entire Agreement. This Intellectual Property Security Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter.

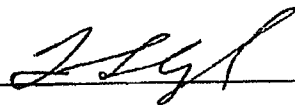
11. Modification. Neither this Intellectual Property Security Agreement nor any provision hereof may be modified, amended, or waived except by the written agreement of the parties, or as specifically provided otherwise in this Intellectual Property Security Agreement.

12. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, by facsimile or original signature, with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, through their duly appointed officers, as of the date first written above.

GRANTOR:

COHESIA CORPORATION

By: 

ACCEPTED AND ACKNOWLEDGED
BY THE SECURED PARTIES:

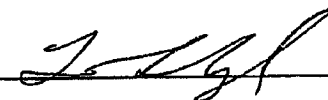
BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: BLUE CHIP VENTURE COMPANY, LTD.
Its: General Partner

By: 

BLUE CHIP CAPITAL FUND II LIMITED PARTNERSHIP

By: BLUE CHIP VENTURE COMPANY, LTD.
Its: General Partner

By: 

ARBOR VENTURE PARTNERS II, L.L.C.

By: Arbor Partners L.L.C., Manager

By: _____

OHIO INNOVATION FUND I, L.P.

By: _____
Timothy G. Biro, Managing Partner

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, through their duly appointed officers, as of the date first written above.

GRANTOR:

COHESIA CORPORATION

By: _____

ACCEPTED AND ACKNOWLEDGED BY THE SECURED PARTIES:

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: BLUE CHIP VENTURE COMPANY, LTD.
Its: General Partner

By: _____

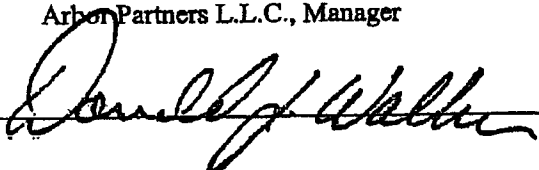
BLUE CHIP CAPITAL FUND II LIMITED PARTNERSHIP

By: BLUE CHIP VENTURE COMPANY, LTD.
Its: General Partner

By: _____

ARBOR VENTURE PARTNERS II, L.L.C.

By: Arbor Partners L.L.C., Manager

By:  _____

OHIO INNOVATION FUND I, L.P.

By: _____
Timothy G. Biro, Managing Partner

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, through their duly appointed officers, as of the date first written above

GRANTOR:

COHESIA CORPORATION

By: _____

ACCEPTED AND ACKNOWLEDGED BY THE SECURED PARTIES:

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: BLUE CHIP VENTURE COMPANY, LTD.
Its: General Partner

By: _____

BLUE CHIP CAPITAL FUND II LIMITED PARTNERSHIP

By: BLUE CHIP VENTURE COMPANY, LTD
Its: General Partner

By: _____

ARBOR VENTURE PARTNERS II, L.L.C

By: Arbor Partners L.L.C., Manager


By: _____

OHIO INNOVATION FUND I, L.P

By: 
Timothy G. Biro, Managing Partner

NATIONAL CENTER FOR INDUSTRIAL COMPETITIVENESS

By:

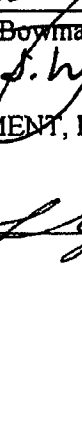


~~Robert G. Bowman Vice President~~

Frank J. Winslow President & CEO

PITA MANAGEMENT, LLC

By:



NATIONAL CENTER FOR INDUSTRIAL COMPETITIVENESS

By: _____
Robert G Bowman, Vice President

PITA MANAGEMENT, LLC

By: *Robert G Bowman* *Manager*

(W0499204 2)

SCHEDULE B

PATENTS

I. Registered Patents

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
Representation, Management, Filtering and Synthesis of Technical Content	US 6,405,211	6/11/02	USA
Representation of Technical Content Using Object-Oriented Arbitration of Meaning	US 6,658,428	12/02/03	USA
Representation, Management, Filtering and Synthesis of Technical Content	11 968 77	05/21/03	EPO France Germany UK

II. Pending Patent Applications

<u>Patent Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
2378248	07/05/00	Canada
147508	07/05/00	Israel
2001-510145	07/05/00	Japan

SCHEDULE C

TRADEMARKS

I. Registered Trademarks and Service Marks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
MASS	2079981	07/15/97	USA
SDL	2180958	08/11/98	USA
WE PROVIDE THE CRITICAL MASS	2,347,222	05/02/00	USA
INTELLIDOC	2,625,715	09/24/02	USA
COHESIA	2,450,179	05/08/01	USA
VIRTUAL SPECIFICATION	2,439,656	03/27/01	USA

II. Pending Trademark and Service Mark Applications

<u>Trademark Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
[SPEC STUDIO] 78/562,061	02/07/05	USA

III. Unregistered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>
Specif - I	USA
Suppl-I	USA
Verif-I	USA
Qualif-I	USA
I-Doc API	USA
I-Doc WEB	USA

{W0499204.2}