

07-03-2001



101766647

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Copernus, Inc.

6-76-01

2. Name and address of receiving party(ies)

Name: Blue Chip Capital Fund III
Limited Partnership, as agent
Internal Address: Suite 1100

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 250 East Fifth Street

City: Cincinnati State: OH Zip: 45202

Execution Date: May 29, 2001

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/660,893

B. Patent No.(s)

406

Additional numbers attached? Yes No

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

Name: Shelli T. Clark

Internal Address:

Taft, Stettinius & Hollister LLP

1800 Firststar Tower

Street Address: 425 Walnut Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0053

(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.

Shelli T. Clark

Name of Person Signing

Shelli T. Clark

Signature

6/22/01

Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/02/2001 LMUELLER 00000184 09660893

01 FC:581

240.00

4A. CONTINUED

09/660,892

09/660,891

09/660,739

09/660,904

09/660,896

MORTGAGE OF INTELLECTUAL PROPERTY

THIS MORTGAGE OF INTELLECTUAL PROPERTY (this "Mortgage") is entered into as of this 29th day of May, 2001 by and between COPERNUS, INC., a Delaware corporation having its principal office and place of business at 214 East Ninth Street, Fourth Floor, Cincinnati, Ohio 45202 ("Mortgagor"), and BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP, an Ohio limited partnership whose address is 425 Walnut Street, Cincinnati, Ohio 45202, as agent for the Purchasers under the Note Purchase Agreement described below ("Mortgagee"), under the following circumstances:

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee, among others, are parties to a certain Note Purchase Agreement dated as of May 29, 2001 (which Note Purchase Agreement, as the same may be renewed, supplemented, amended and/or restated from time to time, is hereinafter referred to as the "Note Purchase Agreement"), which Note Purchase Agreement provides (i) for the purchase by Mortgagee and the other persons listed therein of Notes of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in and lien against Mortgagor's assets, including, without limitation, its intangible assets;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the Security Agreement of even date therewith and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. For purposes of this Mortgage, "Obligations" shall have the same meaning as provided in the Security Agreement and shall include, without limitation, any and all debts, liabilities and obligations (whether direct or indirect and now existing or hereafter arising) owing to Mortgagee and the other Purchasers by Mortgagor pursuant to the Note Purchase Agreement and all principal, interest, charges, expenses, fees and other sums chargeable to Mortgagor in connection therewith. For purposes of this Mortgage, satisfaction of Mortgagor's Obligations shall occur when said Obligations have been paid in full in cash or converted into equity as contemplated in the Notes issued pursuant to the Note Purchase Agreement without risk of disgorgement due to receivership or bankruptcy proceedings instituted by or on behalf of the creditors of Mortgagor.

2. Mortgage of Patents, Copyrights, Trade Secrets and Licenses. To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, all of Mortgagor's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired:

(i) patents and patent applications, in the United States and elsewhere, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit B attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(iii) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Mortgagor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets"); and

(iv) all license agreements with respect to any or all of the Patents, the Copyrights, the Trade Secrets and/or the Trademarks (as defined in Paragraph 3 below), or any other patent, trademark, tradename, copyright or trade secret, or any application or registration thereof, between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, any such license agreements granting the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Mortgagor and now or hereafter covered by such license agreements, and (a) renewals, extensions or amendments thereof, (b) all income, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Licenses").

3. Grant of Security Interest in Trademarks. To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby creates and grants to Mortgagee a security interest having priority over all other security interests in all of Mortgagor's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired trademarks, trademark registrations, tradenames and trademark applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, tradenames and trademark applications listed on Exhibit C attached hereto and made a part hereof and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and or collectively referred to as the "Trademarks") and (e) the goodwill of Mortgagor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments, Grants or Conveyances. Mortgagor agrees that until the Obligations shall have been fully satisfied or the Notes shall have been converted into equity as contemplated in the Note Purchase Agreement, Mortgagor shall not, without Mortgagee's prior written consent, assign, by sale, mortgage or other types of conveyance, any of its interest in, or grant any license under or security interest in, the Patents, Copyrights, Trademarks, Trade Secrets or Licenses or enter into any other agreement with respect to the Patents, Copyrights, Trademarks, Trade Secrets or Licenses which is inconsistent with Mortgagor's obligations under the other provisions of this Mortgage, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred or the security interest granted to Mortgagee under this Mortgage. Nothing in this paragraph shall require Mortgagee's consent for assignments or licenses made in the ordinary course of Mortgagor's business.

5. New Patents, Copyrights, and Trademarks. Mortgagor represents and warrants that the Patents, Copyrights, and Trademarks listed on Exhibit A, Exhibit B, and Exhibit C, respectively, constitute all of the Patents, Trademarks, and registered copyrights now owned by Mortgagor. If, before the Obligations shall have been fully satisfied or the Notes converted into equity as contemplated by the Note Purchase Agreement, Mortgagor shall (i) become aware of any existing Patents, Trademarks, or registered copyrights of which Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any new patentable inventions, copyrights, tradenames, trademarks, trademark registrations or trademark applications; or (iii) become entitled to the benefit of any patent, copyright or trademark, trademark application, trademark registration, copyright registration, copyright application, or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee as its

irrevocable attorney-in-fact to modify this Mortgage by amending Exhibit A, Exhibit B, and Exhibit C as applicable, to include any future patents, patent applications, copyrights, copyright registrations, copyright applications, trademarks, trademark registrations, trademark applications, and tradenames, which are rights owned by Mortgagor and which are Patents, Copyrights, or Trademarks, as applicable, under Paragraph 2 or Paragraph 3 above or under this Paragraph 5, and to file or refile this Mortgage with the United States Patent and Trademark Office, the United States Copyright Office or other appropriate agency.

6. Certification with Respect to Patents. Mortgagor certifies that it is the owner and/or assignee of the entire right, title and interest in each of the patents and/or patent applications listed on Exhibit A by virtue of either (i) an assignment from the inventor(s) of each such patent and/or patent application listed on Exhibit A, which assignment was recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame number indicated on Exhibit A, or (ii) a chain of title from the inventor(s) of each patent and/or patent application identified on Exhibit A to Mortgagor, which chain of title is evidenced by the documents identified on Exhibit A, and such documents were recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame numbers indicated on Exhibit A. Mortgagor has reviewed all of the documents in the chain of title of each of the patents and/or patent applications identified on Exhibit A and, to the best of Mortgagor's knowledge and belief, title is in Mortgagor. Mortgagor further certifies that the officer executing this Mortgage is empowered to act on behalf of Mortgagor.

7. Term; Rights Upon Default. The term of the Mortgage and security interest granted herein shall extend until the Obligations have been fully satisfied or the Notes have been converted into equity as contemplated by the Note Purchase Agreement. Upon the occurrence of any "Event of Default" (as defined in the Note Purchase Agreement), Mortgagor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Mortgagee as assignee of Mortgagor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Mortgagee as assignee of Mortgagor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Trademarks to Mortgagee as assignee of Mortgagor's entire interest therein and in the goodwill of Mortgagor's business connected therewith and symbolized thereby. Upon the occurrence of an Event of Default and enforcement of Mortgagee's rights under this Paragraph 7, Mortgagee shall be entitled to use all Patents, Copyrights, Trade Secrets, Trademarks and Licenses on a worldwide basis and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

8. Use Prior to Default. Prior to the occurrence of any Event of Default, Mortgagor shall have the continued and unencumbered right to use the Patents, Copyrights, Trade Secrets, Trademarks and Licenses in the ordinary course of its business, subject to the terms and covenants of the Note Purchase Agreement, the other "Loan Documents" (as defined in the Note Purchase Agreement) and this Mortgage.

9. Trademark Quality Control. Mortgagor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or copyright registration application pending as of the date hereof or thereafter, and promptly to notify Mortgagee of the ultimate outcome of such application, until the Obligations shall have been fully satisfied or the Notes converted into equity as contemplated by the Note Purchase Agreement; (ii) to make application with the United States or in other jurisdictions as appropriate, on unpatented but patentable inventions and on trademarks; (iii) to affix copyright notices to all published and unpublished copyrightable works of authorship, and to apply promptly to register any unregistered work with the United States Copyright Office; (iv) to preserve all rights in the Patents, Trademarks, Copyrights, Trade Secrets and Licenses used by Mortgagor in the ordinary course of Mortgagor's business; and (v) to ensure that the Patents, Trademarks, Copyrights and Licenses used by Mortgagor in the ordinary course of Mortgagor's business are and remain valid and enforceable, including the payment of necessary fees and the filing of all necessary documents with the appropriate agencies to maintain the Patents, Trademarks and Copyrights in full force and effect. Any expenses incurred in connection with Mortgagor's obligations under this paragraph shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or copyright application, or abandon any pending patent, trademark or copyright application, or any trademark or copyright registration, without the prior written consent of Mortgagee.

11. Documents. At the request of Mortgagee, Mortgagor shall pay the costs of filing and/or recording this Mortgage in all public offices where filing or recording is deemed necessary or desirable by Mortgagee. Mortgagor shall execute and deliver to Mortgagee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office and the United States Copyright Office, as Mortgagee may require for the purpose of confirming Mortgagee's interest in the Patents, Copyrights, Trade Secrets, Trademarks and Licenses.

12. Mortgagee's Right to Sue. After the occurrence of any Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name and, in

Mortgagee's discretion, to join Mortgagor as a party plaintiff, to enforce the Patents, Copyrights, Trade Secrets, Trademarks and Licenses. If Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall, promptly upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee any right, power or privilege hereunder or under the Note Purchase Agreement or other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Paragraphs 5 and 28 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Note Purchase Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, whether established hereby or by the Note Purchase Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of any Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Copyrights, Trade Secrets, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Copyrights, Trade Secrets, Trademarks or Licenses to anyone; and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Copyrights, Trade Secrets, Trademarks or Licenses, and the goodwill and business assets associated therewith or symbolized thereby, to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully satisfied and the Note Purchase Agreement and all other financing arrangements between Mortgagee and Mortgagor have been terminated. Mortgagor acknowledges and agrees that Mortgagee shall, upon the

occurrence of any Event of Default, have and be entitled to exercise all of Mortgagor's rights under the Patents, Copyrights, Trade Secrets, Trademarks and Licenses (including the right to receive any payments owing to or to become due to Mortgagor thereunder). Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Note Purchase Agreement and other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Note Purchase Agreement and other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Copyrights, Trademarks, Trade Secrets or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns.

18. Governing Law. This Mortgage has been delivered and accepted in Cincinnati, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio.

19. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate then applicable to the loans to Mortgagor under the Note Purchase Agreement. Notwithstanding the foregoing, Mortgagor shall not be obligated hereunder to reimburse Mortgagee for fees, expenses and out-of-pocket costs incurred by Mortgagee to the extent that such amounts are incurred due to Mortgagor's gross negligence or willful misconduct.

20. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

21. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and the agreements set forth herein.

22. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage.

23. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon full satisfaction of the Obligations and conversion of the Notes into equity as contemplated in the Notes or payment of the Notes in full, Mortgagee shall, at Mortgagor's expense, execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be reasonably necessary to re-vest in Mortgagor the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Note Purchase Agreement or other Loan Documents.

24. Liability of Agent. While exercising its rights as agent and Mortgagee hereunder, including all actions taken with respect to the Patents, Copyrights, Trade Secrets, Licenses, and Trademarks, Mortgagee shall not be liable in any fashion to the other Purchasers under the Note Purchase Agreement or any third party (including, without limitation, the other Purchasers' employees, invitees, customers, or suppliers) for any damages arising from such actions, or any obligations, duties, or liabilities of the other Purchasers in connection therewith.

25. Additional Purchasers. Notwithstanding anything to the contrary contained herein, if the Mortgagor shall issue additional Notes pursuant to the Note Purchase Agreement, any purchaser of such Notes may become a party to this Mortgage by executing and delivering an additional counterpart signature page to this Mortgage and shall be deemed a "Purchaser" hereunder.

26. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR MORTGAGEE TO ENTER INTO THIS MORTGAGE AND EXTEND CREDIT TO THE MORTGAGOR, THE MORTGAGOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS MORTGAGE, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF THE MORTGAGEE OR THE PURCHASERS, THEIR SUCCESSORS AND ASSIGNS, AND WITHOUT LIMITATION ON THE ABILITY OF THE MORTGAGEE OR THE PURCHASERS, THEIR SUCCESSORS AND ASSIGNS, TO EXERCISE ALL RIGHTS AS TO THE PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES, AND TRADEMARKS, AND OTHER SECURITY FOR THE OBLIGATIONS OR INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO REPAYMENT OF THE OBLIGATIONS, MAY BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CINCINNATI, OHIO. EACH OF THE PURCHASERS AND THE MORTGAGOR CONSENTS TO AND SUBMITS TO THE NONEXCLUSIVE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CINCINNATI, OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO THE MORTGAGOR AND THE PURCHASERS AT THEIR

RESPECTIVE ADDRESSES SET FORTH IN PARAGRAPH 29 BELOW OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. THE MORTGAGOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

27. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE MORTGAGEE AND THE PURCHASERS TO ENTER INTO THIS MORTGAGE AND EXTEND CREDIT TO THE MORTGAGOR, EACH OF THEM WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS MORTGAGE AND/OR THE CONDUCT OF THE RELATIONSHIP AMONG THEM.

28. All actions, omissions and decisions of the Purchasers hereunder or any amendment of the Notes or this Mortgage (each called herein "Act of the Purchasers") shall be determined by and require the written consent of the Purchasers holding a majority in interest of the outstanding principal amount of and accrued interest on all Notes. Each Purchaser shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Purchasers.

29. Any notice required, permitted or contemplated hereunder shall be in writing and addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed validly given (i) three days following deposit in the U.S. mails, with proper postage prepaid, or (ii) the next business day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment thereof, or (iii) upon receipt of notice given by telecopy, mailgram, telegram, telex or personal delivery:

To Purchasers: Blue Chip Capital Fund III Limited Partnership
c/o Blue Chip Venture Company, Ltd.
250 East Fifth Street , Suite 1100
Cincinnati, Ohio 45202
Telecopy No.: 513-723-2316

CID Equity Partners
2 North LaSalle Street
Suite 1705
Chicago, Illinois 60602

[NEDA Address]

NBA VENTURES LLC
c/o LAWRENCE P. TUTTLE & CO
4500 Cooper Road, Suite 301
CINCINNATI, OHIO 45242
FAX: 513-792-7144

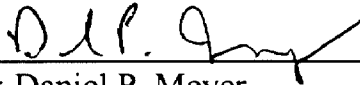
with a copy to: Gerald S. Greenberg, Esq.
Taft, Stettinius & Hollister LLP
1800 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202-3957
Telecopy No.: 513-381-0205

To Mortgagor: Copernus, Inc.
214 East Ninth Street
Fourth Floor
Cincinnati, Ohio 45202-2108

with a copy to: Cooley Godward LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, California 94306
Attention: Michael Weiner, Esq.


IN WITNESS WHEREOF, Mortgagor, by its duly authorized officer, has executed this Mortgage as of the date first above written.

COPERNUS, INC.

By: 
Name: Daniel P. Meyer
Title: President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTION)

The foregoing Mortgage of Intellectual Property was acknowledged before me this 15 day of May, 2001, by Daniel P. Meyer, the President of Copernus, Inc., a Delaware corporation, on behalf of the corporation.

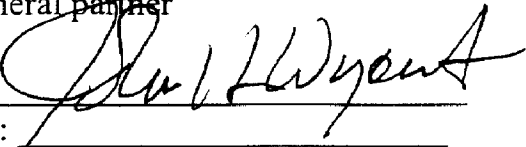

Notary Public

DARLENE M. MILLER
Notary Public, State of OHIO
My Commission Expires July 18, 2001

Accepted at Cincinnati, Ohio
as of May 29, 2001:

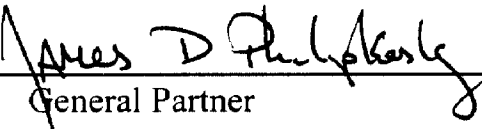
BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd.,
its general partner

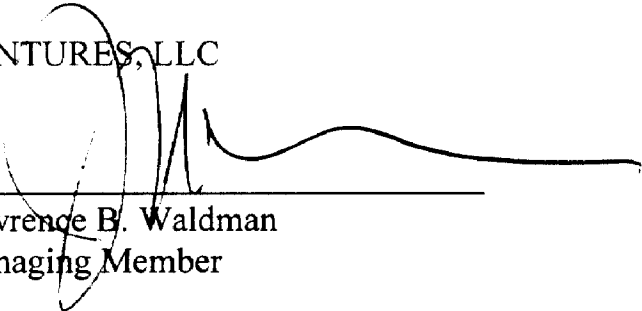
By: 
Name: _____
Title: Managing Director

CID EQUITY CAPITAL V, L.P.

By: CID Equity Partners V
General Partner

By: 
General Partner

NEDA VENTURES, LLC

By: 
Lawrence B. Waldman
Managing Member

H:\BLUECHIP\Copernus\MPMTG4.WPD

EXHIBIT A

PATENTS

PATENTS: NONE

PATENTS PENDING:

SUMMARY OF COPERNUS, INC. PATENT APPLICATIONS

Title	Appl. No.	Country	Filing Date	Inventor	Assignment
MEMORY MANAGEMENT OF PROGRAM ENTITIES UTILIZING AUTOMATED PERSISTENCE AND ENTITY USAGE MONITORING	09/660,893	USA	9/13/2000	Timm O. Martin	Copernus, Inc. (R/F 011086/0378-0379)
TASK-ORIENTED EXECUTION MODEL	09/660,892	USA	9/13/2000	Timm O. Martin	Copernus, Inc. (R/F 011086/0388-0389)
IMPLICIT INHERITANCE OF OBJECT PARAMETERS IN OBJECT-ORIENTED COMPUTER ENVIRONMENT	09/660,891	USA	9/13/2000	Timm O. Martin	Copernus, Inc. (R/F 011086/0380-0381)
DATA-DRIVEN USER INTERFACE MODEL	09/660,739	USA	9/13/2000	Timm O. Martin	Copernus, Inc. (R/F 011094/0454-0455)
SELECTIVE INHERITANCE OF OBJECT PARAMETERS IN OBJECT-ORIENTED COMPUTER ENVIRONMENT	09/660,904	USA	9/13/2000	Timm O. Martin	Copernus, Inc. (R/F 011086/0392-0393)
DYNAMIC RELATIONSHIPS BETWEEN ENTITIES IN OBJECT-ORIENTED COMPUTER ENVIRONMENT	09/660,896	USA	9/13/2000	Timm O. Martin	Copernus, Inc. (R/F 011086/0425-0426)

PATENT

REEL: 011933 FRAME: 0641

EXHIBIT B

COPYRIGHTS

REGISTERED COPYRIGHTS:

<u>Title</u>	<u>Registration No.</u>	<u>Country</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
--------------	-------------------------	----------------	----------------------	------------------------

None

PENDING APPLICATIONS:

<u>Title</u>	<u>Date of Application</u>	<u>Country</u>
--------------	----------------------------	----------------

None

EXHIBIT C

COPERNUS TRADEMARKS

REGISTERED MARKS:

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Date of Issue</u>
GIAGE	2316936	U.S.	February 8, 2000

PENDING APPLICATIONS:

<u>Mark</u>	<u>Serial No.</u>	<u>Jurisdiction</u>	<u>Date of Filing</u>
COPERNUS	76/110332	U.S.	August 17, 2000
WHAT REVOLVES AROUND YOU	76/110331	U.S.	August 17, 2000
DECISIONWEB	76/110329	U.S.	August 17, 2000
(Design Mark)	76/110330	U.S.	August 17, 2000
WEBSITE	75/721042	U.S.	June 3, 1999
GIAGE WEBSITE	75/720643	U.S.	June 3, 1999
GIAGE WORKSPACE	75/720639	U.S.	June 3, 1999