

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Patents and Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Laurus Mater Fund, Ltd.		12/02/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Axeda Systems Inc.
Street Address:	25 Forbes Blvd.
Internal Address:	Suite 3
City:	Foxboro
State/Country:	MASSACHUSETTS
Postal Code:	02035
Entity Type:	CORPORATION: DELAWARE

Name:	Axeda Systems Operating Company, Inc.
Street Address:	25 Forbes Blvd.
Internal Address:	Suite 3
City:	Foxboro
State/Country:	MASSACHUSETTS
Postal Code:	02035
Entity Type:	CORPORATION: MASSACHUSETTS

Name:	Axeda IP, Inc.
Street Address:	25 Forbes Blvd.
Internal Address:	Suite 3
City:	Foxboro
State/Country:	MASSACHUSETTS
Postal Code:	02035
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 2

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Property Type	Number	Word Mark
Registration Number:	2648978	AXEDA
Registration Number:	2704656	AXEDA

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Paralegal
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	120193-159557 (1703-374)
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	12/08/2005

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Release of Security Interest in Patents and Trademarks ("Release"), effective as of December 2, 2005, executed by Laurus Mater Fund, Ltd. (the "Secured Party") in favor of Axeda Systems Inc., a Delaware corporation, Axeda Systems Operating Company, Inc., a Massachusetts corporation, and Axeda IP, Inc., a Nevada corporation (collectively, the "Grantors" and each a "Grantor").

WHEREAS, pursuant to the Grant of Security Interest in Patents and Trademarks dated as of October 5, 2004 by and among the Secured Party and the Grantors, the Grant of Security Interest in Patents and Trademarks dated as of August 31, 2005 by and between the Secured Party and Axeda IP, Inc., the Grant of Security Interest in Patents and Trademarks dated as of August 31, 2005 by and between the Secured Party and Axeda Systems Operating Company, Inc., and any other Related Agreements (as defined in the Payoff Letter) (collectively, the "Grant"), the Grantors granted the Secured Party a security interest in the T&P Collateral (as defined in the Grant); and

WHEREAS, pursuant to that certain letter from the Secured Party to Axeda Systems Inc. dated as of the date hereof (the "Payoff Letter"), the Secured Party releases, discharges and terminates effective upon receipt of the Payoff Amount (as defined in the Payoff Letter) all security interests and liens which the Grantors have granted to the Secured Party.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Secured Party hereby terminates the Grant and releases, discharges and terminates, without further action by Grantors, all liens, mortgages, pledges and other security interests in favor of the Secured Party in the T&P Collateral and any other security interest granted under the Grant.
2. In furtherance of the foregoing, the Secured Party agrees to execute and deliver to Grantors, any and all necessary release documents, including without limitation UCC-3 termination statements, lien releases, discharges of security interests and other similar discharge, termination or release documents as Grantors may request to evidence or further reflect the release, discharge and termination of the Secured Party's security interests or any prior security interest in favor of the Secured Party under the Grant. In that regard, the Secured Party authorizes Grantors to file any and all necessary release documents, including without limitation UCC-3 termination statements, lien releases, discharges of security interests and other similar discharge or release documents in respect of the Secured Party's security interests or any prior security interest in favor of the Secured Party in the assets of Grantors, including, without limitation, any and all releases to be filed at the United States Patent and Trademark Office with respect to the trademarks and patents listed on Exhibit A attached hereto.

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IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first above written.

LAURUS MASTER FUND, LTD.


By: 
Name: David Grin
Title: Director

Exhibit A

Schedule of Patents and Trademarks

PATENTS

TITLE	DATE FILED US PTO SERIAL OR REG NUMBER
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	7/28/2000 09/627,201 Patent Issued as 6,757,714
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	3/19/04 10/805,012
RETRIEVING DATA FROM A SERVER	9/22/2000 09/667,737
DEVICE REGISTRATION MECHANISM	11/20/2000 09/716,717
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	11/8/2000 09/708,384
XML SCRIPTING OF SOAP COMMANDS	4/17/2002 10/123,960
RETRIEVING DATA FROM A SERVER	4/17/2002 10/124,181
CONFIGURING A NETWORK GATEWAY	4/19/2002 10/126,057
SCREEN SHARING	06/27/03 10/609,009
DISPLAYING INFORMATION OVER MULTIPLE USER INTERFACE (UI) VIEWS	08/08/02 10/214,939
MAINTAINING INDEPENDENT STATES FOR MULTIPLE WEB BROWSER INSTANCES	08/08/03 10/637,757
ESTABLISHING A VIRTUAL TUNNEL BETWEEN TWO COMPUTER PROGRAMS	2/20/04 10/784,138

TRADEMARKS

Mark	US PTO Registration #
AXEDA	2,648,978
AXEDA	2,704,656