

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axeda IP, Inc.		12/02/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Axeda Corporation		
Street Address:	25 Forbes Blvd.		
Internal Address:	Suite 3		
City:	Foxboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76307629	AXEDA	
Serial Number:	78084961	AXEDA	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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 02109-2881		
ATTORNEY DOCKET NUMBER:	120193-159557 (1703-376)		
NAME OF SUBMITTER:	Miriam J. Rovner		

CH \$65.00 76307629

Signature:	/mjr/
Date:	12/09/2005
Total Attachments: 7 source=TM assignment JMI#page1.tif source=TM assignment JMI#page2.tif source=TM assignment JMI#page3.tif source=TM assignment JMI#page4.tif source=TM assignment JMI#page5.tif source=TM assignment JMI#page6.tif source=TM assignment JMI#page7.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 2nd day of December, 2005 by and between Axeda IP, Inc., a Nevada corporation ("Assignor"), and Axeda Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 1, 2005 (the "Purchase Agreement"), the terms, conditions and representations and warranties of which are incorporated herein by reference as if set forth in full;

WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of the device relationship management systems business; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor.

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

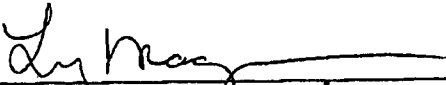
1. Assignor hereby transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

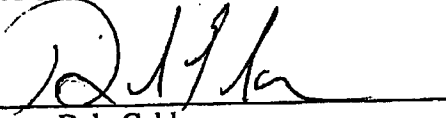
ASSIGNOR:

AXEDA IP, INC.

By: 
Name: Lynn Magnani
Title: Secretary

ASSIGNEE:

AXEDA CORPORATION

By: 
Name: Dale Calder
Title: President

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NOTARY SIGNATURE FOR ASSIGNOR

STATE OF MA)
) SS.
COUNTY OF Norfolk)

On this 2nd day of December, 2005, before me personally appeared Lynn Magnani, to me personally known, who, being by me duly sworn, did say that (s)he is the Secretary of Axeda IP, Inc., a Nevada corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Lynn Magnani acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Lauren M. Pollard
Notary Public

My Commission Expires: 12/29/06

NOTARY SIGNATURE FOR ASSIGNEE

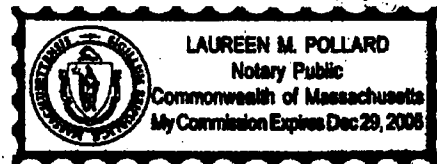
STATE OF MA)
) SS.
COUNTY OF Norfolk)

On this 2nd day of December, 2005, before me personally appeared Dale Calder, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Axeda Corporation, a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Dale Calder acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Lauren M. Pollard
Notary Public

My Commission Expires: 12/29/06



LIBC2598623.1

SCHEDULE 1

Registered and Pending Trademarks

Mark: AXEDA

COUNTRY	REFERENCE#	FILE	APPL#	REGDT	REG#
ALBANIA PENDING	PH-209127.0110 09,35	2/27/2002	AL-M-02-00102		
ARGENTINA PENDING	PH-209127.0111 09	3/1/2002	2367686		
ARGENTINA REGISTERED	PH-209127.0111a 35	3/1/2002	2367687	3/3/2003	1916130
AUSTRALIA REGISTERED	PH-209127.0112 09,35	2/28/2002	904743	11/10/2003	904743
BRAZIL PENDING	PH-209127.0118 09	3/1/2002	824409795		
BRAZIL PENDING	PH-209127.0118a 35	3/1/2002	824409787		
BULGARIA REGISTERED	PH-209127.0089 09,35	2/26/2002	58308	12/18/2003	45657
CANADA REGISTERED	PH-209127.0090 09,35	2/28/2002	1132538	2/18/2004	602541
CHILE REGISTERED	PH-209127.0119 09	7/15/2002	574123	12/13/2002	652149
CHILE REGISTERED	PH-209127.0119a 35	7/15/2002	574122	12/13/2002	652148
CHINA REGISTERED	PH-209127.0092 09	3/1/2002	3103483	5/14/2003	3103483
CHINA PENDING	PH-209127.0092a 42	3/1/2002	3103484		
CROATIA REGISTERED	PH-209127.0113 09,42	2/28/2002	Z20020291A	2/3/2003	Z20020291
CYPRUS REGISTERED	PH-209127.0120 09	3/14/2002	5820	8/5/2003	5820
CZECH REPUBLIC REGISTERED	PH-209127.0093 09	2/28/2002	177241	11/25/2002	249638
CZECH REPUBLIC REGISTERED	PH-209127.0093a 42	2/28/2002	177240	2/24/2003	251566
EUROPEAN UNION REGISTERED	PH-209127.0094 09,35	2/25/2002	002602613	8/29/2003	002602613
FEDERATION OF RUSSIA 8/15/2003	253088	PH-209127.0103 REGISTERED		2/28/2002 09	2002705226
FEDERATION OF RUSSIA 5/28/2003	247391	PH-209127.0103a REGISTERED		2/28/2002 35	2002705225
FRANCE REGISTERED	PH-209127.0095 09,35,42	2/28/2002	02/3150762	12/27/2002	02/3150762

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TRADEMARK
REEL: 003207 FRAME: 0697

HONG KONG REGISTERED	PH-209127.0121 09	3/2/2002	2942/2002	5/21/2003	6473/2003
HONG KONG REGISTERED	PH-209127.0121a 42	3/7/2002	3122/2002	10/23/2003	12583/2003
HUNGARY REGISTERED	PH-209127.0096 09,35	2/27/2002	M0201018	6/10/2003	175662
INDIA PENDING	PH-209127.0131 09	5/14/2002	1104524		
INDIA PENDING	PH-209127.0131a 35	9/15/2003	1236823		
INDONESIA REGISTERED	PH-209127.0122 09	4/9/2002	06760.06832	3/20/2003	533195
INDONESIA REGISTERED	PH-209127.0122a 35	4/9/2002	06761.06833	3/24/2003	533492
ISRAEL REGISTERED	PH-209127.0114 09	2/27/2002	155584	7/2/2003	155584
ISRAEL REGISTERED	PH-209127.0114a 35	2/27/2002	155585	8/5/2003	155585
JAPAN REGISTERED	PH-209127.0097 09,35	2/27/2002	2002-14775	12/5/2003	4730808
MALAYSIA PENDING	PH-209127.0123 09	3/4/2002	2002/02336		
MALAYSIA PENDING	PH-209127.0123a 35	3/4/2002	2002/02337		
MEXICO REGISTERED	PH-209127.0099 09	3/4/2002	536077	3/25/2004	826313
MEXICO REGISTERED	PH-209127.0099a 35	3/4/2002	536078	6/17/2004	837577
NEW ZEALAND REGISTERED	PH-209127.0124 09	3/1/2002	653319	9/5/2002	653319
NEW ZEALAND REGISTERED	PH-209127.0124a 35	3/1/2002	653318	12/9/2002	653318
NORWAY REGISTERED	PH-209127.0100 09,35	2/26/2002	2002-01669	1/23/2003	217328
PERU REGISTERED	PH-209127.0116 09	3/1/2002	146255	12/6/2002	85340
PERU REGISTERED	PH-209127.0116a 35	3/1/2002	146256	9/16/2002	30418
PHILIPPINES PENDING	PH-209127.0125 09,35	3/4/2002	2002-0001826		
POLAND PENDING	PH-209127.0101 09,35	2/28/2002	Z-247106		
PORTUGAL REGISTERED	PH-209127.0126 09,35	3/1/2002	362264	7/9/2003	362264
ROMANIA REGISTERED	PH-209127.0102 09,35	2/25/2002	M200201020	12/19/2002	49476
SAUDI ARABIA REGISTERED	PH-209127.0127 09	3/2/2002	75570	4/23/2003	677/66

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SAUDI ARABIA REGISTERED	PH-209127.0127a 35	3/2/2002	75571	11/27/2002	661/89
SERBIA AND PENDING	PH-209127.0117 09,42	2/28/2002	Z-204/2002		
SINGAPORE REGISTERED	PH-209127.0104 09	2/26/2002	T02/02117D	3/24/2003	T02/02117D
SINGAPORE REGISTERED	PH-209127.0104a 35	2/26/2002	T02/02118B	10/6/2003	T02/02118B
SLOVAK REPUBLIC PENDING	PH-209127.0128 09,35	3/1/2002	POZ 0619-2002		
SLOVENIA REGISTERED	PH-209127.0105 09,35	2/28/2002	Z-200270257	3/10/2004	200270257
SOUTH AFRICA PENDING	PH-209127.0109 09	2/26/2002	2002/02676		
SOUTH AFRICA PENDING	PH-209127.0109a 35	2/26/2002	2002/02677		
SOUTH KOREA REGISTERED	PH-209127.0115 09	2/28/2002	2002-0009710	11/6/2003	0564731
SOUTH KOREA REGISTERED	PH-209127.0115a 35	2/28/2002	2002-004409	7/28/2003	0088748
SWITZERLAND REGISTERED	PH-209127.0091 09,42	2/26/2002	01749/2002	8/30/2002	502744
TAIWAN REGISTERED	PH-209127.0108 35	3/1/2002	(91)07624	12/1/2003	184659
TAIWAN REGISTERED	PH-209127.0108a 09	3/1/2002	(91)07625	5/1/2003	1041952
THAILAND REGISTERED	PH-209127.0129 09	3/4/2002	481848	2/7/2003	175198
THAILAND REGISTERED	PH-209127.0129a 35	3/4/2002	481849	2/7/2003	SM18753
TUNISIA REGISTERED	PH-209127.0106 09,35	2/28/2002	EE02.0351	12/24/2003	EE02.0351
TURKEY REGISTERED	PH-209127.0107 09,35	3/1/2002	2002/003982	10/15/2003	2002/003982
UNITED STATES REGISTERED	PH-209127.0088 09	9/2/2001	76/307,629	11/12/2002	2,648,978
UNITED STATES REGISTERED	PH-209127.0132 09	9/21/2001	78/084,961	4/8/2003	2,704,656
VENEZUELA PENDING	PH-209127.0130 09	3/4/2002	3165-2002		
VENEZUELA PENDING	PH-209127.0130a 35	3/4/2002	3166-2002		

Unregistered Trademarks

Axeda Access™
Axeda Administration™
Axeda Builder™
Axeda Deployment™
Axeda Device™
Axeda Distributed Access Server™
Axeda DRM™
Axeda Enterprise SDK™.
Axeda Enterprise™
Axeda Integrator™
Axeda Policy Manager™
Axeda Service™
Axeda Software Management™.
Axeda Usage™
Firewall Friendly™
Tagline: Access. Insight. In Real Time.™

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