

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Axeda Corporation		01/04/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2648978	AXEDA	
<b>Registration Number:</b>	2704656	AXEDA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		
<b>Correspondent Name:</b>	Christopher E. Kondracki		
<b>Address Line 1:</b>	2001 Jefferson Davis, Hwy., Suite 1007		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22202		
<b>ATTORNEY DOCKET NUMBER:</b>	8010800		
<b>NAME OF SUBMITTER:</b>	Christopher E. Kondracki		
<b>Signature:</b>	/Christopher E. Kondracki/		
<b>Date:</b>	01/24/2008		

**CH \$65.00 2648978**

**Total Attachments: 9**

source=Axeda IPSA#page1.tif  
source=Axeda IPSA#page2.tif  
source=Axeda IPSA#page3.tif  
source=Axeda IPSA#page4.tif  
source=Axeda IPSA#page5.tif  
source=Axeda IPSA#page6.tif  
source=Axeda IPSA#page7.tif  
source=Axeda IPSA#page8.tif  
source=Axeda IPSA#page9.tif

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 4<sup>th</sup> day of January, 2008 by and between **AXEDA CORPORATION**, a Delaware corporation with its principal place of business at 25 Forbes Boulevard, Suite 3, Foxboro, Massachusetts 02035 ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of October 11, 2006 (as amended of record, hereinafter, the "IP Agreement") in favor of the Lender, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Lender in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits A, B and C. Exhibit B to the IP Agreement is hereby amended by adding thereto, the Intellectual Property Collateral set forth on Exhibit B annexed hereto and incorporated herein by reference. Exhibits A and C to the IP Agreement are hereby replaced with the Exhibits A and C annexed hereto and incorporated herein by reference.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
  - c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

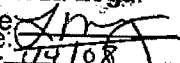
"Grantor"

AXEDA CORPORATION

By: 

Name: Dale Calder

Title: President and CEO

Axeda Legal  
Name:   
Date: 7/9/08

"Lender"

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

**AXEDA CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Lender"

**SILICON VALLEY BANK**

By: Michael Tramack

Name: Michael Tramack

Title: SVP

EXHIBIT "A"

COPYRIGHTS

**SCHEDULE A - ISSUED COPYRIGHTS**

None

**SCHEDULE B - PENDING COPYRIGHT APPLICATIONS**

None

**SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)**

THE GRANTOR MARKETS ENTERPRISE SOFTWARE AND RELATED DOCUMENTATION. THE COMPANY HAS NOT REGISTERED ANY OF ITS COPYRIGHT MATERIALS, INCLUDING BUT NOT LIMITED TO SOFTWARE, DOCUMENTATION, AND MARKETING COLLATERAL AND MATERIALS. FOLLOWING IS A LIST OF THE CURRENTLY AVAILABLE SOFTWARE PRODUCTS OF COMPANY AS OF THE DATE HEREOF.

Axeda® ServiceLink (formerly called "DRM") product suite, including without limitation:

- Axeda® Enterprise server
- Axeda® Applications
  - Axeda® Access
  - Axeda® Usage
  - Axeda® Software Management
  - Axeda® Service
  - Axeda® Device
  - Axeda® Administration
  - Axeda® Policy Server
  - Axeda® Report
  - Axeda® Dashboard
  - Axeda® Case Management
  - Axeda® Preventive Maintenance
  - Axeda® Partner Access
  - Axeda® Query Studio
  - Axeda® Report Studio
- Axeda® SDK

- Axeda® Agents
  - Axeda® Connector
  - Axeda® Gateway
  - Axeda Agent Embedded
  - Axeda® Global Access Server

## EXHIBIT "B"

## PATENTS

## PATENT

DESCRIPTION DOCKET NO. COUNTRY SERIAL NO. FILING DATE STATUS

## NEW ISSUED PATENTS AND NEW PATENT APPLICATIONS

INTERNAL REFERENCE #	TITLE	STATUS
11333/006EP1 (European Application)	REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	Patent Published as 1305712; registrations pending in UK, FR, DE and NE (formerly application #01955993.9)
11333/011001	RETRIEVING DATA FROM A SERVER	Patent Issued as 7,185,014 (formerly patent application #09/667/737)
11333/011002 (Continuation)	RETRIEVING DATA FROM A SERVER	Application Pending 11/677,279
11333/013001	DEVICE REGISTRATION MECHANISM	Patent Issued as 7,149,792 (formerly application # 09/716,717)
11333/013EP1 (European Application)	DEVICE REGISTRATION MECHANISM	Patent Published as 1350367. Registrations pending in UK, FR, DE and NE (formerly application # 011996048.3).
11333-014002 (Continuation)	REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	Application Pending 11/503,638
11333/015001	XML SCRIPTING OF SOAP COMMANDS	Patent Issued as 7,178,149 (formerly application #10/123,960)
11333/015002 (Continuation)	XML SCRIPTING OF SOAP COMMANDS	Application Pending 11/673,943
11333/016EP1 (European Application)	RETRIEVING DATA FROM A SERVER	Application Allowed 03719774.6



EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
------------------	--------------------	----------------	-------------------	----------------	---------------

[SEE ATTACHED SCHEDULE]

1054657.1

**Axeda**

Trademark Report by Mark  
Status: ACTIVE

Printed: 1/2/2008 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>AXEDA</b>							
ALBANIA	A0470-0110	2/27/2002	AL-M-02-00102			PENDING	9
ARGENTINA	A0470-0111	3/1/2002	2367686			PENDING	9
ARGENTINA	A0470-0111/01	3/1/2002	2367687	3/3/2003	1916130	REGISTERED	35
AUSTRALIA	A0470-0112	2/28/2002	904743	11/10/2003	904743	REGISTERED	9
BRAZIL	A0470-0118	3/1/2002	824409795			PENDING	9
BRAZIL	A0470-0118/01	3/1/2002	824409787			PENDING	35
BULGARIA	A0470-0089	2/26/2002	58308	12/18/2003	45657	REGISTERED	9
CANADA	A0470-0090	2/28/2002	1132538	2/18/2004	602541	REGISTERED	9
CHILE	A0470-0119	7/15/2002	574123	12/13/2002	652149	REGISTERED	9
CHILE	A0470-0119/01	7/15/2002	574122	12/13/2002	652148	REGISTERED	35
CHINA	A0470-0092	3/1/2002	3103483	5/14/2003	3103483	REGISTERED	9
CHINA	A0470-0092/01	3/1/2002	3103484	5/28/2003	3103484	REGISTERED	35
CROATIA	A0470-0113	2/28/2002	Z20020291A	2/3/2003	Z20020291	REGISTERED	9
CYPRUS	A0470-0120	3/14/2002	5820	8/5/2003	5820	REGISTERED	9
CZECH REPUBLIC	A0470-0093	2/28/2002	177241	11/25/2002	249638	REGISTERED	
CZECH REPUBLIC	A0470-0093/1	2/28/2002	177240	2/24/2003	251566	REGISTERED	
EUROPEAN UNION	a0470-0094	2/25/2002	002602613	8/29/2003	002602613	REGISTERED	09
RUSSIA	A0470-0103	2/28/2002	2002705226	8/15/2003	253088	REGISTERED	09
RUSSIA	A0470-0103/01	2/28/2002	2002705225	5/28/2003	247391	REGISTERED	09,35
FRANCE	a0470-0095	2/28/2002	02/3150762	12/27/2002	02/3150762	REGISTERED	09
HONG KONG	a0470-0121	3/2/2002	2942/2002	5/21/2003	6743/2003	REGISTERED	09
HONG KONG	A0470-0121/01	3/7/2002	3122/2002	10/23/2003	12583/2003	REGISTERED	09,35
HUNGARY	A0470-0096	2/27/2002	M0201018	6/10/2003	175662	REGISTERED	09
INDIA	A0470-0131	5/14/2002	1104524	2/12/2005	1104524	REGISTERED	09
INDIA	A0470-0131/01	9/15/2003	1236823		1236823	REGISTERED	09,35
INDONESIA	A0470-0122	4/9/2002	06760.06832	3/20/2003	533195	REGISTERED	09
INDONESIA	A0470-0122/01	4/9/2002	06761.06833	3/24/2003	533492	REGISTERED	09,35
ISRAEL	A0470-0114	2/27/2002	155584	7/2/2003	155584	REGISTERED	09
ISRAEL	A0470-0114/01	2/27/2002	155584	12/5/2003	155584	REGISTERED	09,35
JAPAN	A0470-0097	2/27/2002	2002-14775	12/5/2003	4730808	REGISTERED	09
MALAYSIA	A0470-0123	3/4/2002	2002/02336			PENDING	09
MALAYSIA	A0470-0123/01	3/4/2002	2002/02337	4/26/2005	2002/02337	REGISTERED	09,35
MEXICO	A0470-0099	3/4/2002	536077	3/25/2004	826313	REGISTERED	09
MEXICO	A0470-0099/01	3/4/2002	536078	6/17/2004	837577	REGISTERED	09,35
NEW ZEALAND	A0470-0124	3/1/2002	653319	9/5/2002	653319	REGISTERED	09
NEW ZEALAND	A0470-0124/01	3/1/2002	653318	12/9/2002	653318	REGISTERED	09,35
NORWAY	A0470-0100	2/26/2002	2002-01669	1/23/2003	217328	REGISTERED	09

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PERU	A0470-0116	3/1/2002	146255	12/6/2002	85340	REGISTERED	09
PERU	A0470-0116/01	3/1/2002	146256	9/16/2002	30418	REGISTERED	09,35
POLAND	A0470-0101	2/28/2002	Z-247106			PENDING	09,35
PORTUGAL	A0470-0126	3/1/2002	362264	7/9/2003	362264	REGISTERED	09
ROMANIA	A0470-0102	2/25/2002	M200201020	12/19/2002	49476	REGISTERED	09
SAUDI ARABIA	A0470-0127	3/2/2002	75570	4/23/2003	677/66	REGISTERED	09
SAUDI ARABIA	A0470-0127/01	3/2/2002	75571	11/27/2002	661/89	REGISTERED	09,35
SERBIA AND	A0470-0117	2/28/2002	Z-204/2002	9/7/2005	48889	REGISTERED	09
SINGAPORE	A0470-0104	2/26/2002	T02/02117D	3/24/2003	T02/02117D	REGISTERED	09
SINGAPORE	A0470-0104/01	2/26/2002	t02/02118B	10/6/2003	t02/02118B	REGISTERED	09,35
SLOVAK REPUBLIC	A0470-0128	3/1/2002	POZ 0619-2002	3/3/2005	208722	REGISTERED	09
SLOVENIA	A0470-0105	2/28/2002	Z-20027-257	3/10/2004	200270257	REGISTERED	09
SOUTH AFRICA	A0470-0109	2/26/2002	2002/02676	7/13/2006	2002/02676-7	REGISTERED	09
SOUTH AFRICA	A0470-0109/01	2/26/2002	2002/02677	8/30/2002	502744	REGISTERED	09,35
SOUTH KOREA	A0470-0115	2/28/2002	2002-0009710	11/6/2003	0564731	REGISTERED	09
SOUTH KOREA	A0470-0115/01	2/28/2002	2002-004409	7/28/2003	0088748	REGISTERED	09,35
SWITZERLAND	A0470-0091	2/26/2002	01749/2002	8/30/2002	502744	REGISTERED	09
TAIWAN	A0470-0108/01	3/1/2002	91 07625	5/1/2003	1041952	REGISTERED	09
TAIWAN	A0470-0108	3/1/2002	91 07624	12/1/2003	184659	REGISTERED	09,35
THAILAND	A0470-0129	3/4/2002	481848	2/7/2003	175198	REGISTERED	09
THAILAND	A0470-0129/01	3/4/2002	481849	2/7/2003	SM18753	REGISTERED	09,35
TUNISIA	A0470-0106	2/28/2002	EE02.0351	12/24/2003	EE02.351	REGISTERED	09
TURKEY	A0470-0107	3/1/2002	2002/003982	10/15/2003	2002/003982	REGISTERED	09
UNITED STATES	A0470-0088	9/2/2001	76/307,629	11/12/2002	2,648,978	REGISTERED	09
UNITED STATES	A0470-0132	9/21/2001	78/084,961	4/8/2003	2,704,656	REGISTERED	09
VENEZUELA	A0470-0130	3/4/2002	3165-2002	8/22/2003	P246405	REGISTERED	09
VENEZUELA	A0470-0130/01	3/4/2002	3166-2002	8/22/2003	S022731	REGISTERED	09,35

END OF REPORT

TOTAL ITEMS SELECTED = 64