

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Questra Corporation		12/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Axeda Acquisition Corp.		
Street Address:	25 Forbes Boulevard		
Internal Address:	Suite 3		
City:	Foxboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3089651	QUESTRA SMART SERVICE SOLUTION	
Registration Number:	3134927	QUESTRA	
Registration Number:	2499428	QUESTRA	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175701255		
Email:	rcrawford@goodwinprocter.com, tadmin@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford		
Address Line 1:	53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	121714-189787		
NAME OF SUBMITTER:	Robert M. Crawford		

CH \$90.00 3089651

Signature:

/Robert M. Crawford/

Date:

01/15/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 12th day of December, 2008, by and between Questra Corporation ("Assignor"), a Delaware corporation, and Axeda Acquisition Corp. ("Assignee"), a Delaware corporation.

WHEREAS, Assignor holds all right, title and interest in and to the trademarks identified in the attached Schedule A (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 12, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignor sold to Assignee, and Assignee acquired from Assignor, all right title and interest to and in all of the Purchased Assets (as defined therein), including, without limitation, the rights in the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, execution and delivery of this Assignment is a condition precedent to the Closing (as defined in the Asset Purchase Agreement).

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

Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

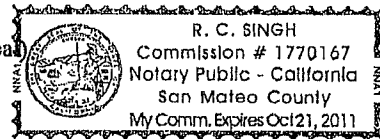
ASSIGNOR: Questa Corporation

Name: EMIL WANG
Signature: Emil Wang
Title: PRES + CEO

On this 12 day of December, 2008, before me, the undersigned Notary Public, personally appeared EMIL CHINEI WANG, proved to me through satisfactory evidence of identification, which was/were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

[Signature]
Signature of Notary

(SEE ATTACHED
NOTARY ACKNOWLEDGMENT)



My Commission Expires: OCT 21, 2011

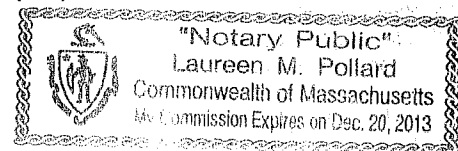
ASSIGNEE: Axeda Acquisition Corp.

Name: Dale Caller
Signature: [Signature]
Title: President + CEO

On this 12 day of December, 2008, before me, the undersigned Notary Public, personally appeared Dale Caller, proved to me through satisfactory evidence of identification, which was/were Personally Known, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)



My Commission Expires: December 20, 2013

[Signature Page to Trademark Assignment]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

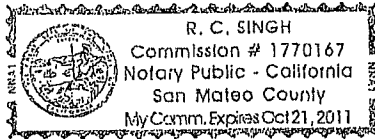
County of SAN MATEO
~~Santa Clara~~ CA

On 12/12/2008 before me, R. C. Singh, Notary Public
Date Name and Title of Officer

personally appeared EMIL CHIWELI WANG

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]
Signature of Notary Public

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

SCHEDULE A

Marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application No. / Reg No.</u>	<u>Reg. Date</u>
QUESTRA SMART SERVICE SOLUTION	U.S.	3,089,651	May 9, 2006
QUESTRA (& design)	U.S.	3,134,927	August 29, 2006
QUESTRA	U.S.	2,499,428	October 23, 2001