

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axeda Acquisition Corp.		02/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
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:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	9020802		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		

CH 3089651 \$90.00

Date:

03/12/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 17, 2009, by and between SILICON VALLEY BANK ("Bank") and AXEDA ACQUISITION CORP. ("Grantor").

RECITALS

A. Grantor has executed and delivered (i) a certain Joinder Agreement to Bank of even date herewith, pursuant to which Grantor has been joined as a "Borrower" to a certain Loan and Security Agreement (Loan A) dated as of January 4, 2006, as amended by a certain First Loan Modification Agreement dated as of January 4, 2008, and as further amended by a certain Second Loan Modification Agreement of even date herewith (such documents, together with all other documents in connection therewith, as each may be amended from time to time, shall be referred to herein as the "2006 Loan Agreement"), and (ii) a certain Joinder Agreement to Bank of even date herewith, pursuant to which Grantor has been joined as a "Borrower" to a certain Amended and Restated Loan and Security Agreement (Working Capital Line of Credit) dated as of January 4, 2008, as amended by a certain First Loan Modification Agreement of even date herewith (such documents, together with all other documents in connection therewith, as each may be amended from time to time, shall be referred to herein as the "2008 Loan Agreement") (hereinafter, as each of the 2006 Loan Agreement and 2008 Loan Agreement has been and may be further amended, modified, supplemented or restated, collectively, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and Axeda Corporation in the amounts and manner set forth in the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

The security interest granted in the Intellectual Property Collateral and this Intellectual Property Security Agreement shall terminate upon the later to occur of (a) termination or expiration of the 2008 Loan Agreement and (b) the satisfaction of all of the obligations secured under the 2008 Loan Agreement, and in such case Bank shall execute and deliver to Grantor and authorize Grantor to file or record all releases, termination and other instruments as may be necessary or proper to release the security interest hereunder.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

25 Forbes Blvd., Foxboro, MA
02035

Attn: Ms. Rachael McCarthy, CFO _____

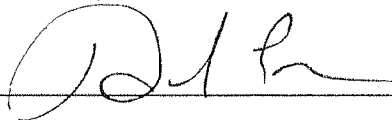
Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Mr. Skip Kelly

GRANTOR:

AXEDA ACQUISITION CORP.

By:  _____

Title: President and CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

25 Forbes Boulevard, Suite 3,
Foxboro, Massachusetts 02035

Attn: Ms. Rachael McCarthy, CFO

AXEDA ACQUISITION CORP.

By: _____

Title: _____

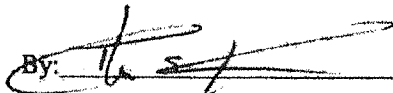
Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Mr. Skip Kelly

BANK:

SILICON VALLEY BANK

By:  _____

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<i>TITLE OF WORK</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DEPOSIT</i>	<i>REGISTRATION DATE</i>
Questa IDM Web Service Interface	TXu001354274	Computer program	2007-04-25
Questa IDM web service interface : version 5.2s	TXu001149123	Computer program	2007-06-25

EXHIBIT B

Patents

<u>Patent Family</u>	<u>Patent/App. No.</u>	<u>Country</u>
METHOD AND APPARATUS FOR MANAGING INTELLIGENT ASSETS IN A DISTRIBUTED ENVIRONMENT	7,254,601	United States
	10/028,126	United States
	EP1490778 (2792391.1)	European Union
	CA2470084	Canada
	AU20022357849	Australia
	WO2003054439	WIPO
	PCT/US2002/40058	PCT
MEDICAL DIAGNOSTIC FIELD SERVICE METHOD AND APPARATUS (<i>Assigned from GE</i>)	6,377,162	United States
MANAGING CONFIGURATION OF DISTRIBUTED DEVICES	2008/0154957 (11/616,136)	United States
	WO208083177	WIPO
	PCT/US2007/088858	PCT
A SYSTEM AND METHOD FOR DYNAMICALLY GROUPING DEVICES BASED ON PRESENT DEVICE CONDITIONS	2008/0082657 (11/538,402)	United States
ADAPTIVE DEVICE-INITIATED POLLING	2007/0078976 (11/537,399)	United States
	2007/0288629	United States
Managing remote disconnected devices	11/774,474	United States

EXHIBIT C

Trademarks

<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

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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