

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		07/13/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Axeda Corporation		
Street Address:	25 Forbes Blvd., Suite 3		
City:	Foxboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2648978	AXEDA	
Registration Number:	2704656	AXEDA	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	121714-167657		
NAME OF SUBMITTER:	Tracey D. Bennett		
Signature:	/s/Tracey D. Bennett		

OP \$65.00 2648978

TRADEMARK

Date:

07/16/2012

**Total Attachments: 6**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 13th day of July, 2012 (the "Release Date") by Silicon Valley Bank, a California corporation (the "Secured Party"), for the benefit of Axeda Corporation, a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Loan and Security Agreement, dated as of April 13, 2010 with Secured Party and Axeda Acquisition Corp., a Delaware corporation (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of April 13, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation: (a) all trademarks and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit A attached hereto (the "Marks"), (b) 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 (the "Patents"), (c) all copyrights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, 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 C attached hereto (the "Copyrights"), (d) any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, (e) any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held, (f) all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, (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 mark 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 (collectively, the "Intellectual Property");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Marks and Patents, and has filed with the Library of Congress, Copyright Office (“Copyright Office”) notices of security interests in the Copyrights; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Intellectual Property.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Intellectual Property granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO and the Copyright Office.

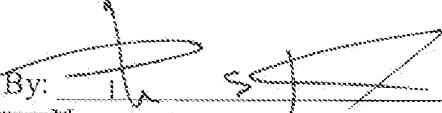
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

SILICON VALLEY BANK

By:   
Name: THOMAS E. KELLY  
Title: VICE PRESIDENT

**EXHIBIT A**

**The Trademarks**

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
AXEDA	76307629	9/2/01	2648978	11/12/02
AXEDA	78084961	9/21/01	2704656	4/8/03

## **EXHIBIT B**

### **The Patents**

<b>Title</b>	<b>Status</b>	<b>Patent No.</b>
Reporting The State of an Apparatus to a Remote Computer	Issued 6/29/05	6,757,714
Reporting The State of an Apparatus to a Remote Computer	Issued 11/8/11	8,055,758
Reporting The State of an Apparatus to a Remote Computer	Issued 10/3/06	7,117,239
Reporting The State of an Apparatus to a Remote Computer	Pending	13/251,636
Reporting The State of an Apparatus to a Remote Computer	Pending	10/805,012
Retrieving Data From A Server	Issued 2/27/07	7,185,014
Retrieving Data From A Server	Issued 5/03/11	7,937,370
Retrieving Data From A Server	Issued 1/31/12	8,108,543
Retrieving Data From A Server	Pending	13/329,928
Device Registration Mechanism	Issued 12/12/06	7,149,792
XML Scripting Of SOAP Commands	Issued 2/13/07	7,178,149
XML Scripting Of SOAP Commands	Issued 11/15/11	8,060,886
XML Scripting Of SOAP Commands		13/252,437
Configuring A Network Gateway	Issued 7/25/07	7,082,460
Configuring A Network Gateway	Pending	11/449,031
Screen Sharing	Issued 5/16/06	7,046,134
Screen Sharing	Pending	11/434,625
Maintaining Independent States for Multiple Web Browser Instances	Pending	10/637,757
Establishing A Virtual Tunnel between Two Computer Programs	Issued 6/21/11	7,966,418
Establishing A Virtual Tunnel between Two Computer Programs	Pending	13/105,385
"Scripto"	Pending	12/952,890

**EXHIBIT C**

**The Copyrights**

No registered copyrights.