

## 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
MMV Capital Partners Inc.		07/13/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Axeda Acquisition Corp.		
Street Address:	25 Forbes Blvd., 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:	3134927	QUESTRA	
Registration Number:	2499428	QUESTRA	
Registration Number:	3089651	QUESTRA SMART SERVICE SOLUTION	
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 10018-1405		
ATTORNEY DOCKET NUMBER:	121714-167657		
NAME OF SUBMITTER:	Tracey D. Bennett		

OP \$90.00 3134927

Signature:	/s/Tracey D. Bennett
Date:	07/17/2012
<b>Total Attachments: 6</b> source=Axeda Acquisition Corp - MMV IP Release#page1.tif source=Axeda Acquisition Corp - MMV IP Release#page2.tif source=Axeda Acquisition Corp - MMV IP Release#page3.tif source=Axeda Acquisition Corp - MMV IP Release#page4.tif source=Axeda Acquisition Corp - MMV IP Release#page5.tif source=Axeda Acquisition Corp - MMV IP Release#page6.tif	

## 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 MMV Capital Partners Inc. (the "Secured Party"), for the benefit of Axeda Acquisition Corp., a Delaware corporation (the "Debtor").

WHEREAS, Axeda Corporation, a Delaware corporation and Debtor's parent company, has entered into that certain Credit Agreement, dated as of September 24, 2009 with MMV Finance Inc. (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, as of March 1, 2011, MMV Finance Inc. assigned its rights and obligations under the Credit Agreement to Secured Party;

WHEREAS, the Debtor has entered into that certain General Security Agreement, dated as of September 24, 2009 with MMV Finance Inc. (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) trademarks and service marks (and the goodwill pertaining thereto), tradenames or corporate names and any application, registration, or renewal pertaining thereto, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof (the "Marks"), (b) all inventions, discoveries, methods, letters patent, applications for letters patents, renewals, reissues, extensions, divisions, continuations and continuations-in-part, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof (the "Patents"), (c) all copyrights in works, including, but not limited to, computer software, documentation, source code, object code and all registrations and recordals thereof and any programmable media, paper or other media on which such works are fixed, including, without limitation, the copyrights in each original work of authorship identified in Exhibit C attached hereto and made a part hereof (the "Copyrights"), (d) industrial designs, integrated circuit topographies and any registration thereof, (e) trade secrets, including know-how, ideas, plans, algorithms, hardware, firmware and architectures, whether in written, graphic or oral form, (f) any future developments or improvements relating to intellectual and industrial property set forth above, (g) the right to take action for any infringement of rights in intellectual and industrial property and (h) any option or right to make, use, sell, copy, modify, distribute, have made, create derivative works from or sublicense any intellectual or industrial property, including, without limitation, all rights acquired under any license agreement (collectively the "Intellectual Property");

WHEREAS, as of March 1, 2011, MMV Finance Inc. assigned its rights and obligations under the Security Agreement to Secured Party;

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 Credit 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 Credit 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.

MMV CAPITAL PARTNERS INC.

By: RP  
Name: Ron PATTERSON  
Title: EVP

**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>
QUESTRA	78444058	6/30/04	3134927	8/28/06
QUESTRA	75703762	5/12/99	2499428	10/23/01
QUESTRA SMART SERVICE SOLUTION	78517723	11/16/04	3089651	5/9/06

## **EXHIBIT B**

### **The Patents**

<b>Title</b>	<b>Status</b>	<b>Patent No.</b>
Method and Apparatus for Managing Intelligent Assets in a Distributed Environment	Issued 8/07/01	7,254,601
Method and Apparatus for Managing Intelligent Assets in a Distributed Environment	Pending	10/028,126
Method and Apparatus for Managing Intelligent Assets in a Distributed Environment	Pending	11/537,399
A System and Method for Dynamically Grouping Devices Based on Present Device Conditions	Pending	11/538,402
Managing Configuration of Distributed Devices	Issued 4/22/11	8,065,397
Managing Distributed Devices with Limited Connectivity	Pending	11/774,474
Medical Diagnostic Field Service Method and Apparatus	Issued 4/03/02	6,377,162
Adaptive Device-Initiated Polling	Pending	11/537,399
Managing Remote Disconnected Devices	Pending	11/774,474

**EXHIBIT C**

**The Copyrights**

<b>TITLE OF WORK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DEPOSIT</b>	<b>OWNER</b>	<b>REGISTRATION DATE</b>
Questra IDM Web Service Interface	TXu001354274	Computer program	Axeda Acquisition Corp.	2007-04-25
Questra IDM web service interface : version 5.2s	TXu001149123	Computer program	Axeda Acquisition Corp.	2007-06-25