

## 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
Machine Cloud, LLC		11/06/2012	LTD LIAB JT ST CO: OHIO
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3784268	MACHINE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2152799394		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1600 JFK Blvd., 2nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan A. LaVine		
Signature:	/Jordan A. LaVine/		
Date:	11/20/2012		
Total Attachments: 2 source=assign#page1.tif source=assign#page2.tif			

OP \$40.00 3784268

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is entered into this 6th day of November, 2012 by and Machine Cloud, LLC, an Ohio limited liability company having an address of 1237 Harrison Pond Drive, New Albany, Ohio 43054 ("Assignor") and Axeda Corporation, a Delaware corporation having an address of 25 Forbes Blvd., Suite 3, Foxboro, Massachusetts 02035 ("Assignee").

WHEREAS, Assignor is the owner of the trademark set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all common law trademark rights in the mark and any applications and registrations therefor (the "Mark");

WHEREAS, Assignee is acquiring the Mark and the parties have concurrently entered into a Trademark Purchase Agreement where under Assignee has acquired the Mark.

NOW, THEREFORE, in consideration of the promises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right title, and interest in and to the Mark together with the goodwill associated with the Mark, including any trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Mark.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office and any other agency having jurisdiction over the ownership of the Mark, including all foreign trademark offices.
3. This Assignment is conditional and shall become effective only upon Assignor's receipt of \$25,000 from Assignee, pursuant to the terms of the Trademark Purchase Agreement, executed on even day herein. This Assignment shall become null and void upon Assignee's failure to pay said monies.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**ASSIGNEE:**

Machine Cloud, LLC

Axeda Corporation

By: Steven Black  
Name: STEVEN BLACK  
Title: CEO

By: [Signature]  
Name: BOB DESIATO  
Title: CFO

Axeda Legal  
Name: [Signature]  
Date: 11-7-12

SCHEDULE I

Trademarks

TRADEMARK	REGISTRATION/	STATUS
Machine Cloud	3,784,268	registered