

07-25-2003  
102508195

To the Honorable Commissioner of Patents and Trademarks attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Arada Systems Operating Company**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other  
**7-22-03**

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155  
Street Address: 3003 Tasman Drive

Additional name(s) of conveying party(ies) attached?  Yes  No

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-Delaware  
 Other

Execution Date: June 25, 2003  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) <b>78-196,424</b>	B. Trademark No.(s) <b>2,648,978</b>
<b>78-196,416</b>	
<b>78-196,414</b>	
<b>78-196,409</b>	
<b>78-196,400</b>	

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Silicon Valley Bank**  
Internal Address: Loan Documentation HA155  
Street Address: 3003 Tasman Dr.  
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): **\$165**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/24/2003 LINDSEY 00000113 78136424  
01 FC:0521 40.00 OP  
02 FC:0522 125.00 OP

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**MARIBEL ARTEAGA** Maribel Arteaga **7/9/2003**  
Name of Person Signing Signature Date

JC/CPA/NOB/CFO Total number of pages including cover sheet, attachments, and document: **6**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 25<sup>th</sup>, 2003 by and between SILICON VALLEY BANK ("Bank") and AXEDA SYSTEMS OPERATING CO. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated June 25<sup>th</sup>, 2003 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

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

GRANTOR:

AXEDA SYSTEMS OPERATING CO.

Address of Grantor:

21 Oxford Road  
Mansfield, MA 02048  
Attn: Thomas J. Fogarty

By: [Signature]

Title: EVP / CFO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

By: John V. [Signature]

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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75  
76  
77  
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	09/627,201	7/28/2000
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	PCT/US01/23651	07/27/01
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	2002-515578 (Japan)	01/28/03
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	01955993.9 (EU)	01/28/03
RETRIEVING DATA FROM A SERVER	09/667,737	9/22/2000
RETRIEVING DATA FROM A SERVER	PCT/US01/29787	09/24/2001
RETRIEVING DATA FROM A SERVER	01973431.8 (EU)	3/21/03
RETRIEVING DATA FROM A SERVER	2002-529432 (Japan)	3/24/03
DEVICE REGISTRATION MECHANISM	09/716,717	11/20/2000
DEVICE REGISTRATION MECHANISM	PCT/US01/45198	11/16/2001
DEVICE REGISTRATION MECHANISM	Awaiting filing particulars	Instructions sent 5/1/03 for EU application.
DEVICE REGISTRATION MECHANISM	Awaiting filing particulars	Instructions sent 5/1/03 for Japanese application
REPORTING THE STATE OF AN APPARATUS TO A REMOTE COMPUTER	09/708,384	11/8/2000
XML SCRIPTING OF SOAP COMMANDS	10/123,960	4/17/2002
XML SCRIPTING OF SOAP COMMANDS	PCT/US03/11701	4/16/03
RETRIEVING DATA FROM A SERVER	10/124,181	4/17/2002
RETRIEVING DATA FROM A SERVER	PCT/US03/11707	4/16/03
CONFIGURING A NETWORK GATEWAY	10/126,057	4/19/2002
CONFIGURING A NETWORK GATEWAY	PCT/US03/11700	4/16/03
SCREEN SHARING	60/392,448 (provisional)	06/27/02
DISPLAYING INFORMATION OVER MULTIPLE USER INTERFACE (UI) VIEWS	10/214,939	08/08/02
VIRTUAL HTTP SESSIONS	60/401,897 (provisional)	08/08/02
VIRTUAL CONNECTION	60/442,213 (provisional)	2/21/03

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