

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 CORPORATION		07/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2648978	AXEDA	
Registration Number:	3862610	AXEDA	
Serial Number:	85261716	M2ME	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1511 AXEDA CORP		

CH \$90.00 2648978

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	07/24/2012
Total Attachments: 8 source=Axeda Corp signed IPSA#page1.tif source=Axeda Corp signed IPSA#page2.tif source=Axeda Corp signed IPSA#page3.tif source=Axeda Corp signed IPSA#page4.tif source=Axeda Corp signed IPSA#page5.tif source=Axeda Corp signed IPSA#page6.tif source=Axeda Corp signed IPSA#page7.tif source=Axeda Corp signed IPSA#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 13, 2012 by and between COMERICA BANK ("Bank") and AXEDA CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (as the same may be amended, restated, amended and restated, 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other Loan Document now existing or hereafter arising between Grantor and Bank, 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 Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

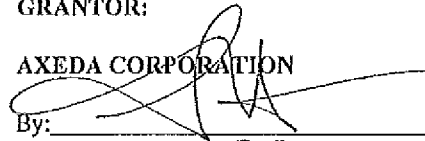
25 Forbes Boulevard, Suite 3
Foxboro, MA 02035

Attn:

AXEDA CORPORATION

By:

Title:



CFO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA 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, MA 02035

Attn:

AXEDA CORPORATION

By: _____
Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK



By:  _____
Title:  _____

EXHIBIT A

AXEDA CORPORATION COPYRIGHTS

No registered copyrights

EXHIBIT B

AXEDA CORPORATION PATENTS

Title	Related Cases	Status	Patent No.
Reporting The State of an Apparatus...	-	Issued 6/29/05	6,757,714
...	CIP ¹	Issued 10/3/06	7,117,239
...	Straight Continuation ² of CIP	Issued 11/8/11	8,055,758
	Straight Continuation of CIP	pending	13/251,636
...	Japan (incl. CIP)	pending	2002-515578
...	Europe (incl. CIP)	Issued 9/13/06	1305712
Retrieving Data From A Server	-	Issued 2/27/07	7,185,014
...	Straight Continuation	Issued 5/03/11	7,937,370
...	Japan	Issued 8/26/11	4808911
...	Europe	abandoned	--
...	CIP	Issued 1/31/12	8,108,543
	Straight Continuation of CIP	Pending	13/329,928
...	CIP Europe	Issued 2/27/08	1504371
A Device Registration Mechanism	-	Issued 12/12/06	7,149,792
...	Europe	Issued 6/14/06	1350367
XML Scripting Of SOAP Commands	-	Issued 2/13/07	7,178,149
...	Straight Continuation	Issued 11/15/11	8,060,886
	Straight Continuation	Pending	13/252,437
Configuring A Network Gateway	-	Issued 7/25/07	7,082,460
...	Europe	Issued 11/25/09	1497951
Screen Sharing	-	Issued 5/16/06	7,046,134
Maintaining Independent States...	-	Pending	10/637,757
Establishing A Virtual Tunnel	-	Issued 6/21/11	7,966,418
	Straight Continuation	Pending	13/105,385
"Scripto"	-	Pending	12/952,890
...	PCT	Pending	PCT/US2010/057874

¹ Continuation-in-part: includes all subject matter of prior application plus additional subject matter

² Straight continuation: includes only subject matter of prior application

EXHIBIT C

AXEDA CORPORATION TRADEMARKS

See Attached Axeda Corporation Trademark Report

Axeda

Trademark Report by Mark
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AXEDA							
ARGENTINA	A0470-0111	3/1/2002	2367686	7/31/2003	////	REGISTERED	9
ARGENTINA	A0470-0111/01	3/1/2002	2367687	3/3/2003	1916130	REGISTERED	35
AUSTRALIA	A0470-0112	2/28/2002	904743	11/10/2003	904743	REGISTERED	9,35
CANADA	A0470-0090	2/28/2002	1,132,538	2/18/2004	602,541	REGISTERED	01,01
CHILE	A0470-0119	7/15/2002	574123	12/13/2002	652149	REGISTERED	9
CHILE	A0470-0119/01	7/15/2002	574122	12/13/2002	652148	REGISTERED	35
CHINA	A0470-0092	3/1/2002	3103483	5/14/2003	3103483	REGISTERED	9
CHINA	A0470-0092/01	3/1/2002	3103484	5/28/2003	3103484	REGISTERED	35
EUROPEAN UNION	a0470-0094	2/25/2002	002602613	8/29/2003	002602613	REGISTERED	09
RUSSIA	A0470-0103	2/28/2002	2002705226	8/15/2003	253088	REGISTERED	09
RUSSIA	A0470-0103/01	2/28/2002	2002705225	5/28/2003	247391	REGISTERED	09,35
HONG KONG	a0470-0121	9/2/2001	2942/2002	5/21/2003	200306473	REGISTERED	09
HONG KONG	A0470-0121/01	3/7/2002	3122/2002	10/23/2003	12583/2003	REGISTERED	42
INDIA	A0470-0131	5/14/2002	1104524	2/12/2005	1104524	REGISTERED	09
INDIA	A0470-0131/01	9/15/2003	1236823		1236823	REGISTERED	09,35
ISRAEL	A0470-0114	2/27/2002	155584	7/2/2003	155584	REGISTERED	09
ISRAEL	A0470-0114/01	2/27/2002	155585	12/5/2003	155585	REGISTERED	35
JAPAN	A0470-0097	2/27/2002	2002-14775	12/5/2003	4730808	REGISTERED	09
MALAYSIA	A0470-0123/01	3/4/2002	2002/02337	4/26/2005	2002/02337	REGISTERED	09,35
NORWAY	A0470-0100	2/26/2002	2002-01669	1/23/2003	217328	REGISTERED	09
PERU	A0470-0116	3/1/2002	146255	12/6/2002	85340	REGISTERED	09
PERU	A0470-0116/01	3/1/2002	146256	9/16/2002	30418	REGISTERED	09,35
PERU	T00798PE02				30418	REGISTERED	
PORTUGAL	A0470-0126	3/1/2002	362264	7/9/2003	362264	REGISTERED	09
SAUDI ARABIA	A0470-0127	3/2/2002	75570	4/23/2003	677/66	REGISTERED	09
SAUDI ARABIA	A0470-0127/01	3/2/2002	75571	11/27/2002	661/89	REGISTERED	09,35
SINGAPORE	A0470-0104	2/26/2002	T02/02117D	3/24/2003	T02/02117D	REGISTERED	09
SINGAPORE	A0470-0104/01	2/26/2002	102/02118B	10/6/2003	102/02118B	REGISTERED	09,35
SOUTH KOREA	A0470-0115	2/28/2002	2002-0009710	11/6/2003	0564731	REGISTERED	09
SOUTH KOREA	A0470-0115/01	2/28/2002	2002-004409	7/28/2003	0088748	REGISTERED	09,35
SWITZERLAND	A0470-0091	2/26/2002	01749/2002	8/30/2002	P-502744	REGISTERED	09
TAIWAN	A0470-0108/01	3/1/2002	91 07625	5/1/2003	1041952	REGISTERED	09
TAIWAN	A0470-0108	3/1/2002	91 07624	12/1/2003	184659	REGISTERED	09,35
UNITED STATES	A0470-0088	9/2/2001	76/307,629	11/12/2002	2,648,978	REGISTERED	09
UNITED STATES	A0470.0004	6/24/2009	77/766,952	10/19/2010	3,862,610	REGISTERED	35,41,42
VENEZUELA	A0470-0130	3/4/2002	3165-2002	8/22/2003	P246405	REGISTERED	09

Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>AXEDA continued . . .</i> VENEZUELA	A0470-0130/01	3/4/2002	3166-2002	8/22/2003	S022731	REGISTERED	09,35
M2ME UNITED STATES	A0470.0005	3/9/2011	85/261,716			ALLOWED	41

END OF REPORT TOTAL ITEMS SELECTED = 38