### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Execution Date
MMV Capital Partners Inc.	07/13/2012

### **RECEIVING PARTY DATA**

Name:	Axeda Corporation
Street Address:	25 Forbes Blvd., Suite 3
City:	Foxboro
State/Country:	MASSACHUSETTS
Postal Code:	02035

### PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6757714
Patent Number:	8055758
Patent Number:	7117239
Application Number:	13251636
Application Number:	10805012
Patent Number:	7185014
Patent Number:	7937370
Patent Number:	8108543
Application Number:	13329928
Patent Number:	7149792
Patent Number:	7178149
Patent Number:	8060886
Application Number:	13252437
Patent Number:	7082460
Application Number:	11449031
	DATENT

Patent Number:	7046134
Application Number:	11434625
Application Number:	10637757
Patent Number:	7966418
Application Number:	13105385
Application Number:	12952890

#### **CORRESPONDENCE DATA**

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Tracey D. Bennett

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ATTORNEY DOCKET NUMBER: 121714-167657

NAME OF SUBMITTER: Tracey D. Bennett

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

WHEREAS, the Debtor 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, renweals, 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 "<u>USPTO</u>") notices of security interests in the Marks and Patents, and has filed with the Library of Congress, Copyright Office ("<u>Copyright Office</u>") 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. <u>Release of Security Interest</u>. 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. <u>Recordation of Release</u>. 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. <u>Further Actions</u>. 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, <u>provided that</u> 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. <u>Capitalized Terms</u>. 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]

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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:

Name: Rev Parrensa.
Title: EUP

REEL: 028563 FRAME: 0450

# **EXHIBIT A**

# **The Trademarks**

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

LIBC/1664147.1

# EXHIBIT B

# **The Patents**

Title	Status	Patent No.
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

LIBC/1664147.1

# **EXHIBIT C**

# **The Copyrights**

No registered copyrights.

LIBC/4361082.3

PATENT REEL: 028563 FRAME: 0453

RECORDED: 07/17/2012