

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Silicon Valley Bank	07/13/2012
RECEIVING PARTY DATA	
Name:	Axeda Acquisition Corp.
Street Address:	25 Forbes Blvd, Suite 3
City:	Foxboro
State/Country:	MASSACHUSETTS
Postal Code:	02035
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7254601
Application Number:	11538402
Patent Number:	8065397
Application Number:	11774474
Patent Number:	6377162
Application Number:	11537399
CORRESPONDENCE DATA	
Fax Number:	(212)355-3333
Phone:	2124597136
Email:	tbennett@goodwinprocter.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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

OP \$240.00 7254601

ATTORNEY DOCKET NUMBER:	121714-167657
NAME OF SUBMITTER:	Tracey D. Bennett
Total Attachments: 6 source=Axeda Acquisition Corp - IP Release (SVB)#page1.tif source=Axeda Acquisition Corp - IP Release (SVB)#page2.tif source=Axeda Acquisition Corp - IP Release (SVB)#page3.tif source=Axeda Acquisition Corp - IP Release (SVB)#page4.tif source=Axeda Acquisition Corp - IP Release (SVB)#page5.tif source=Axeda Acquisition Corp - IP Release (SVB)#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 Silicon Valley Bank, a California corporation (the “Secured Party”), for the benefit of Axeda Acquisition Corp., a Delaware corporation (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Loan and Security Agreement, dated as of April 13, 2010 with Secured Party and Axeda Corporation, a Delaware corporation (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of April 13, 2010 with Secured Party (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) all trademarks and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit A attached hereto (the “Marks”), (b) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (the “Patents”), (c) all copyrights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (the “Copyrights”), (d) any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, (e) any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held, (f) all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, (g) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above, (h) all licenses or other rights to use any of the Copyrights, Patents, Trademarks or mark works and all license fees and royalties arising from such use to the extent permitted by such license or rights, (i) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or mask works, and (j) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing (collectively, the “Intellectual Property”);

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 Loan 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 Loan 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.

SILICON VALLEY BANK

By: 

Name: THOMAS E. KELLY

Title: VICE PRESIDENT

EXHIBIT A

The Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
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

Title	Status	Patent No.
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
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

EXHIBIT C

The Copyrights

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