

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AXEDA ACQUISITION CORP.	07/13/2012
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
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7254601
Application Number:	11537399
Application Number:	11538402
Patent Number:	8065397
Application Number:	13252357
Application Number:	11774474
Patent Number:	6377162
CORRESPONDENCE DATA	
Fax Number:	8585506420
Phone:	858-550-6403
Email:	erin.obrien@cooley.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:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall

CH \$280.00 7254601

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

036703-1511 AXEDA ACQUIS

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 6

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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 ACQUISITION CORP., a Delaware corporation ("Grantor").

RECITALS

A. Bank and AXEDA CORPORATION ("Borrower"), which is the parent of Grantor, are parties to that certain Loan and Security Agreement dated as of even date herewith (the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement, and has entered into an Unconditional Guaranty of even date herewith with respect to the present and future obligations of Borrower to Bank (as amended, restated, amended and restated, supplemented or modified from time to time, the "Guaranty"). Grantor wishes to secure performance and payment of all obligations to Bank under the Guaranty with substantially all of its assets. All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Uniform Commercial Code.

B. Pursuant to the terms of the Guaranty, 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 Guaranty 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 Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty 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 Guaranty 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 Guaranty 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.

Address of Grantor:

25 Forbes Boulevard, Suite 3
Foxboro, MA 02035

Attn:

Address of Bank:

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

Attn: Livonia Operations Center

Grantor:

AXEDA ACQUISITION CORP.

By: 

Name: ROBERT

Title: CEO

Bank:

COMERICA BANK

By: _____

Name: _____

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 ACQUISITION CORP.

By: _____
Name: _____
Title: _____

Bank:

Address of Bank:

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

Attn: Livonia Operations Center

COMERICA BANK
By:  _____
Name: Kevin Johnson
Title: VP

EXHIBIT A

AXEDA ACQUISITION CORP. COPYRIGHTS

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

EXHIBIT B

AXEDA ACQUISITION CORP. PATENTS

Title	Related Cases	Status	Patent No.
...Managing Intelligent Assets...	-	Issued 8/07/01	7,254,601
...	Europe	pending	02792391.1
... Adaptive Device-Initiated Polling	CIP ¹	pending	11/537,399
...Dynamically Grouping Devices...	-	pending	11/538,402
Managing Configurations of Distributed...	-	Issued 4/22/11	8,065,397
Managing Configurations of Distributed...	Straight Continuation	Pending	13/252,357
Managing Distributed Devices.	-	Pending	11/774,474
Medical Diagnostic Field Service...	-	Issued 4/03/02	6,377,162

¹ Titled "Adaptive Device-Initiated Polling"

EXHIBIT C

AXEDA ACQUISITION CORP. TRADEMARKS

QUESTRA

United States	Registered	8/28/2006	#3,134,927	Class 09
United States	Registered	10/23/2001	#2,499,428	Class 42