

NRD 3-20-03

03-21-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102392059

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Silicon Energy Corp.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: March 3, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as administrative agent

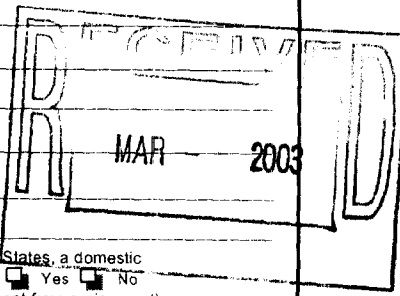
Internal Address: Inland Northwest RCBO

Street Address: 221 N. Wall Street, Suite 310

City: Spokane State: WA Zip: 99201

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No



4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/118,728
75/536,561

B. Trademark Registration No.(s) 2,402,546

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maggie Tooch

Internal Address: _____

Refund Ref: 6TDM11 0000125455

03/21/2003

CHECK Refund Total: \$50.00

Street Address: O'Melveny & Myers LLP

1999 Avenue of the Stars

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500639

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Maggie Tooch
Name of Person Signing

Maggie Tooch
Signature

March 3, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

03/21/2003 6TDM11 00000038 76118728

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522 SF1:499500
03 FC:8523

40.00 OP
125.00 OP
120.00 OP

ATTACHMENT TO RECORDATION COVER SHEET
TRADEMARKS
(SILICON TO WELLS FARGO)

REGISTRATIONS

2,408,526

2,366,925

APPLICATIONS

75/495,144

Total Properties: 6

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **SILICON ENERGY CORP.**, a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Itron, Inc., a Washington corporation ("Company"), has entered into a Credit Agreement dated as of March 4, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "Lender Interest Rate Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "Interest Rate Exchangers"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of March 4, 2003 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 4, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or

other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A attached hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A attached hereto) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

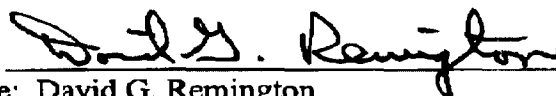
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SILICON ENERGY CORP.

By: 
Name: David G. Remington
Title: President

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

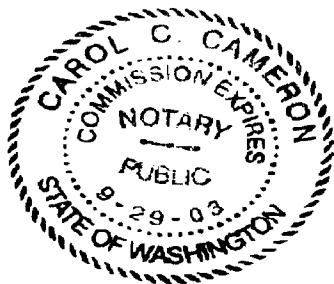
On this 4th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David G. Remington, to me known to be the person who signed as President of Silicon Energy Corp., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Carol C. Cameron
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My appointment expires: 9/29/03



**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Please see attached.

Silicon Energy -- ACTIVE TRADEMARK APPLICATIONS/REGISTRATIONS

| Country | Mark | Class | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---------------|------------------------------------|-------|-----------|------------|----------|------------|------------|
| United States | EEM SUITE | 9 | 76/118728 | 08/23/2000 | | | Opposed |
| United States | ENERSCAPE | 9 | 75/536561 | | | | |
| United States | ENERSCAPE MISC. DESIGN | 9 | 75/495144 | | | | |
| United States | MISC. DESIGN (SILICON ENERGY LOGO) | 9 | 75/523089 | 07/21/1998 | 2402546 | 11/07/2000 | Registered |
| United States | MYBUILDING.COM | 42 | 75/856960 | 11/23/1999 | 2408526 | 11/28/2000 | Registered |
| United States | SILICON ENERGY | 9 | 75/495982 | 06/04/1998 | 2366925 | 07/11/2000 | Registered |