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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): Schlumberger Sema Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Schlumberger Electricity, Inc.
Internal Address:
Street Address: 313-B North Highway 11
City: West Union State: SC Zip: 29696
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 17 March 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Attached Sheet
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Leonard W. Poyunas
Internal Address: Schlumberger Sema Inc.
Street Address: 30000 Mill Creek Ave., Suite 100
City: Alpharetta State: GA Zip: 30022

6. Total number of applications and registrations involved: 15
7. Total fee (37 CFR 3.41): \$600.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 19-0095
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2003 JUL 16 AM 8:02

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.
Leonard W. Poyunas Signature
Name of Person Signing
Reg. NO. 30314 Total number of pages including cover sheet, attachments, and document: 31
Date: 15 July 2003

07/18/2003 ECOOPER 00000131 190095 76247224

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

TRADEMARK REEL: 002780 FRAME: 0170

4. Application Numbers or registration Numbers

A. Trademark Application No.(s)

<u>Trademark</u>	<u>Application No.</u>	<u>Our File No.</u>
A Solid State of Mind	76/247224	15.44.08.01A
SENTINEL	76/082666	15.44.08.01S

B. Trademark Registration No. (s)

<u>Trademark</u>	<u>Registration No.</u>	<u>Our File No.</u>
CENTRON	2438984	15.44.08.04C
DATA STAR	1453971	15.44.08.03D
DASTAR & design	1453970	15.44.08.04D
ENERGYSCAN	2522885	15.44.08.03E
FULCRUM	1736173	15.44.08.01F
MINI-MASTER	2413456	15.44.08.07M
MULTI-MASTER	1793434	15.44.08.03M
PC-PRO	1762009	15.44.08.03P
PRO-READ	1732595	15.44.08.02P
PC-PRO+	1929925	15.44.08.04P
QUANTUM	1725344	15.44.08.01Q
VECTRON	1874534	15.44.08.02V
SANGAMO	1392232	15.44.08.12S

TECHNOLOGY TRANSFER AND LICENSE AGREEMENT

This Technology Transfer and License Agreement (together with Attachments 1, 2, and 3, this "Agreement"), is entered into this 17 day of March, 2003 (the "Effective Date"), by and among SchlumbergerSema Inc., a Delaware corporation ("SLBSema"), and Schlumberger Electricity, Inc., a Delaware corporation ("SEI"), with SLBSema and SEI, each a "Party" or collectively "Parties". Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Contribution Agreement (defined below).

WHEREAS, the Parties anticipate entering into an Contribution Agreement, with an effective date of January 1, 2003 ("Contribution Agreement"), wherein SLBSema agreed to sell and SEI agreed to purchase, substantially all of the assets of SLBSema relating to SLBSema's electricity meter and manufacturing business;

WHEREAS, the Contribution Agreement contemplates that SLBSema will assign certain technology and intellectual property to SEI, subject to the terms of this Agreement; and

WHEREAS, the Contribution Agreement also provides that SLBSema will license certain other technology and intellectual property to SEI, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises, representations, warranties, covenants and agreements set forth herein and as a condition to closing under the Contribution Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following capitalized terms, as used herein, have the following meanings:

"Affiliate" means a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first-mentioned Person.

"Agreement" shall have the meaning set forth in the Preamble.

"Business Day" means any day that is not a Saturday, Sunday or a day on which the banks in New York City are required or permitted to be closed.

"CellNet End-Point Technology" shall mean the CellNet protocol (over-the-air) specification, certain test software, and certain other software necessary

to manufacture and test electricity metering MIUs for compatibility with CellNet Technology.

"CellNet System" shall mean a data communication system that: (i) is generally composed of a LAN System, multiple "MicroCell Controllers" for collecting meter readings from MIUs, a WAN System, "CellMasters" for collecting meter reading information from MicroCell Controllers, system controller, system software, system firmware and other system hardware; (ii) as SLBSema commercially deploys, uses, or makes available to system operators under the CellNet trademark; and (iii) provides automated network meter reading services for electric, gas and water utility meters, electric distribution automation services, and all other data communication.

"CellNet Software" means the application software, source code, executables, firmware, object models, stored procedures, database models, database schemas, and algorithms used for data collection, management, analysis and presentation of the data collected from or processed by the CellNet System; such as the software listed in Attachment 2 (Shared Technology).

"CellNet Technology" means the CellNet System together with the CellNet Software.

"Confidential Information" shall have the meaning set forth in Section 7.1.

"Contribution Agreement" has the meaning set forth in the Recitals.

"Copyright" means (a) any copyright in any original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et. seq., whether registered or unregistered, including any applications for registration thereof, (b) any corresponding foreign copyrights under the laws of any jurisdiction, in each case, whether registered or unregistered, and any applications for registration thereof and (c) moral rights under the laws of any jurisdiction.

"Cosmos Technology" means metrology application specific integrated circuit (ASIC), Cosmos power supply, Hall Cell sensor, and Cosmos Poly Complex algorithms, comprising features of Centron, Sentinel, and/or Vectron electricity meters.

"CRF Technology" (Cosmos Radio Frequency) means the ASIC and related designs for the radio frequency implementation of protocols in an MIU.

"Derivative Work" means a modification, improvement, enhancement or other invention or discovery (whether or not patentable), based upon, deriving from or otherwise utilizing or incorporating, in whole or in part, any of the Intellectual Property embodied in the Transferred Technology or the Shared Technology.

"Effective Date" shall have the meaning set forth in the preamble.

"EnergyAudit" means software for monitoring and processing data concerning electrical energy.

"Field of Use" means the design, manufacture, sale, distribution, installation and use in any of the electricity utility metering market, electricity municipality metering market or electricity cooperative metering market.

"Fixed Network System" means a technology, having at least some fixed components connected in a network scheme for automatically reading and transmitting data, such as, by way of illustration but not limitation, CellNet Technology.

"Identification Numbers" means the coded addresses required for data reception of the R900.

"Intellectual Property" means all Patents, Trademarks, Copyrights, Trade Secrets, Internet domain names and corresponding Internet sites; any and all drawings, specifications, protocols, technologies, technical information, technical data, procedures, processes, design, inventions, discoveries, source code, know-how, show-how and works of authorship, including such items in electronic or paper form existing as of the Effective Date.

"Licensed Trademarks" means the Trademarks set forth on Attachment 2 (Shared Technology).

"Litigation Patents" means US Patent Numbers 4,509,128; 5,010,335; 5,496,049; 5,471,137; 5,631,554; 5,691,634; 4,639,728; 4,682,169; 4,697,180; 4,697,181; 4,697,182; and US Patent Application Number 08/859,597, including any continuation, divisionals, reissues or re-examinations thereof and patents issuing therefrom.

"Meter Interface Unit" (MIU) means a module capable of interfacing a utility meter with a meter reading system or network for communicating metering information over the system or network.

"Patents" means all classes or types of patents, utility models and design patents (including originals, divisions, continuations, continuations-in-part, re-examinations, extensions or reissues), and applications for these classes or types of patent rights in all countries of the world (and any patents issuing thereon).

"Person" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other legal entity.

"R900" means a protocol and radio frequency technology within an MIU designed for communicating meter readings primarily for mobile meter reading systems, originally under the former names SURF and later SMART protocols and

Developed by SLBSema.

"SEI" shall have the meaning set forth in the Preamble.

"Shared Technology" means the Intellectual Property identified on Attachment 2.

"SLBSema" shall have the meaning set forth in the Preamble.

"Subject Technology" means collectively the Transferred Technology, Shared Technology and Identification Numbers.

"Term" shall have the meaning set forth in Section 8.1.

"Trademarks" means any registered and common law trademarks and trade names, service marks and service names, and registrations and applications for registrations thereof and foreign counterparts thereof.

"Trade Secrets" means the confidential and proprietary data and information related to (a) the Transferred Technology and (b) the Field of Use: (i) any engineering documentation such as development records, flow charts, design documentation, drawings, specifications and data sheets, (ii) know-how, (iii) manufacturing documentation such as manufacturing drawings, instructions, specifications, procedures, methods, standards documentation, tooling and drawings and (iv) quality and reliability documentation such as quality plans, specifications, instructions, procedures, test plans, test records and regulatory documentation. Notwithstanding the foregoing, the term "Trade Secret" shall not include any proprietary data and information which is owned by an unaffiliated third party and which SLBSema could not disclose to SEI without violating SLBSema's obligations to such third party.

"Transferred Technology" means the Intellectual Property identified on Attachment 1 (Transferred Technology) together with any and all goodwill associated therewith.

"Transmission Technology" means hardware or software, used in connection with the Subject Technology that relates to data transmission.

"Utility Distribution and Services Market" (UDS Market) means all applications associated with managing the transmission and distribution network, demand-side management programs and customer service applications of electricity, gas and water utilities, including substation, feeder and customer site power demand automation or the equivalent thereof, such applications including monitoring of field equipment, automatic meter reading, real-time pricing, remote connect/disconnect, appliance monitoring and control, load management and customer information services or the equivalent thereof.

"UtiliNet Technology" means the UtiliNet Radio together with the UtiliNet

Protocol

"UtiliNet Radio" means all devices that communicate using the UtiliNet Protocol, such as stand-alone devices (Wan Radios, IWRs, etc.) or integrated within another product.

"UtiliNet Protocol" means the algorithms and communications techniques claimed in certain United States and international patents originally assigned to Metricom, Inc. and licensed to SLBSema by an agreement executed June 26 2000, and listed in Attachment 3.

"Web Site Content" means information on the world wide web or internet designated by a domain name and/or Uniform Resource Locator (URL), and describing electrical metering technologies as supported by SEI as of the Effective Date.

ARTICLE 2 TRANSFER AND LICENSE OF TECHNOLOGY

2.1 Assignment of Transferred Technology to SEI. SLBSema hereby convey and transfer to SEI all right, title and interest in and to the Transferred Technology, together with the right to sue for past infringement thereof.

2.2 License of Shared Technology to SEI.

a. Grant of Non-Exclusive License for Use In the Field of Use. SLBSema hereby grants to SEI a non-exclusive, fully paid-up, royalty-free license in Intellectual Property to reproduce, create Derivative Works, distribute, make, have made (subject to Section 2.2.b), use, offer for sale, sell, import and otherwise commercially exploit the Shared Technology solely for use in the Field of Use, subject to the following restrictions, modifications and/or conditions:

(i) CellNet:

(a) SEI has an irrevocable and perpetual license within the United States to the CellNet *End-Point* Technology and Intellectual Property embodied therein only as necessary for SEI to make MIUs to be integrated into SEI's own electricity metering products (such as Centron, Sentinel, Vectron). SEI can sell such CellNet-equipped meters only to customers of SLBSema only after SLBSema completes initial deployment to such SLBSema customer.

(b) SLBSema retains all Federal Communications Commission (FCC) licenses

related to CellNet Technology, other than the Centron-CellNet and Sentinel-CellNet FCC licenses, which SLBSema shall transfer to SEI.

(c) SEI's license being limited by 2.2.a(i)(a), SEI may not use CellNet Technology or CellNet End-Point Technology to develop a wireless Fixed Network System or use the CellNet Technology or CellNet End-Point Technology outside of the Field of Use or within the UDS Market, for example.

(d) SEI's license in CellNet *End-Point* Technology extends only to the United States and not beyond.

(e) SEI has no rights to CellNet MFMM for ABB Alpha and GE kV.

(f) SEI has no right to or in any CellNet Technology including but not limited to any electric retrofit, electrical and mechanical design interfaces; no right to any CellNet Technology gas modules including but not limited to mechanical and electric designs; no right to any CellNet Technology water module including but not limited to mechanical and electric designs; no right to the CellNet Technology network tools (Grabber, RF Reader, Lat tool, shooters & cables); no right to MicroCell Controllers (MCC) including BLT, 860 & 9QPR, SR, MCC Tel, MCC MobiWan; no right to the CellMaster.

(g) All CellNet Software including but not limited to CNOS, OCDB, System Controller, RIMS, EDIS, UDL and its associated application, MEI and its associated applications, MCC firmware, CellMaster Firmware, Messaging Gateway, Grabber, Ranger, Meter Master and other software tools are sole property of SLBSema.

(ii) UtiliNet:

(a) SEI has a license within the United States to

the UtiliNet Technology only as necessary to make communication devices for sale by SEI exclusively to SLBSema, and SEI cannot use any Derivative Work for any communication device developed by any third party, such license existing only so long as SEI manufactures such devices for SLBSema.

- (b) SEI's license being limited by 2.2.a(ii)(a), SEI may not use UtiliNet Technology to develop a wireless Fixed Network System or use the UtiliNet Technology outside of the Field of Use or within the UDS Market, for example.

Other Technologies:

- (a) SEI has a worldwide irrevocable and perpetual license to Cosmos Technology, subject to the exclusivity provisions of that certain separation agreement(s) executed November 8, 2001 by Schlumberger Resource Management Services, Inc. (now SSI) by Actaris SAS, which prohibit sales of products and services outside of North America until May 8, 2004. However, the exclusivity provisions of that certain separation agreement(s) do not preclude sales of products and services, such as the J5 meter and/or Centron meter, under the joint venture with Taiwan.
- (b) SLBSema will transfer to SEI the R900 license granted by Neptune Inc.
- (c) SEI has a worldwide irrevocable and perpetual license to Mobile Reading equipment and software (RouteMaps, RoadMaps, Drive-by data Collector including the CIU64 receiver and associated hand-held devices) outside any of the water utility market, the water submetering market or the water meter reading market; provided, however, that the market of reading water meter systems in conjunction with a Fixed Network System or a Fringe Area associated with a Fixed Network System shall not be within the Field of Use, where "Fringe Area"

means, with respect to any water utility's contract for a Fixed Network System, the area covered by such contract outside the Fixed Network area and for which water meters will not be able to be read (according to the build-out scheduled in any such new or existing contract) by the Fixed Network (which unread meters made available by the utility under such contract).

- (d) SEI has a worldwide irrevocable and perpetual license to use SLBSema's EnergyAudit.
- (e) SEI has a worldwide irrevocable and perpetual license to Cosmos Technology, which prohibit sales of products and services outside of North America until May 8, 2004. However, the exclusivity provisions of that certain separation agreement(s) executed November 8, 2001 by Schlumberger Resource Management Services, Inc. (now SSI) by Actaris SAS do not preclude sales of products and services, such as the J5 meter and/or Centron meter, under that certain agreement with Taiwan executed May 16, 1993 by Walsin Lihwa Corporation and BVI Holdings Limited, creating a joint venture "Walsin Schlumberger Electric Measurement Corporation."

(iv) **Litigation Patents:**

- (a) Upon (i) resolution of the patent infringement lawsuit between ABB, Inc. and SchlumbergerSema Inc. (CA 01-77-SLR (DC Del.)) or (ii) the as-yet-to-be-identified buyer of SEI accepting full responsibility for the lawsuit, whichever comes first, SchlumbergerSema will assign all Litigation Patents (U.S. and International) to SEI.

(v) **Licensed Trademarks:**

- (a) With regard to the Licensed Trademarks, SEI has only the following license: a perpetual, revocable license to use, display and

reproduce the Licensed Trademarks, subject at all times to complying with Section 3.4 herein. SEI recognizes the great value of the goodwill associated with SLBSema's Licensed Trademarks and acknowledges that SchlumbergerSema's Licensed Trademarks, and all right, title and interest therein and the goodwill appurtenant thereto, are and shall remain the exclusive property of SLBSema.

b. Right to Sublicense the Shared Technology. SEI may sublicense the Shared Technology, solely within the Field of Use, and solely in order to have products or components made for SEI, provided, however, that SEI may not sublicense any rights related to the Licensed Trademarks without obtaining SLBSema's prior written consent.

2.3 R900 Identification Numbers. SEI shall at SEI's cost and effort obtain any Identification Numbers from NEPTUNE for the sole use of SEI.

2.4 Derivative Works Exception. Notwithstanding anything to the contrary set forth in Section 2.2.a, neither Party shall be restricted from using Derivative Works within or without the Field of Use solely for such Derivative Works which are not based upon, derived from, incorporate or otherwise utilize patented or patent pending technology.

ARTICLE 3

ADDITIONAL MISCELLANEOUS OBLIGATIONS AND RESTRICTIONS

3.1 Transfer of Enscan (ERT) license (Itron) The Itron License has been or will be assigned to SEI.

3.2 Product Sales by SEI to SLBSema. SLBSema's obligation, if any, to purchase any product from SEI is defined only by a separate supply agreement yet to be negotiated.

3.3 Modifications to Data Reception Software or Hardware. SLBSema will give SEI at least sixty (60) calendar days prior notice before it makes any modifications to any Transmission Technology that will adversely affect the ability to read data transmissions with or over the Utilinet Technology, or CellNet Technology.

3.4 Quality Control of Licensed Trademarks. SEI shall comply at all times with the quality control specifications and policies of SLBSema (which may be amended by SLBSema from time to time) concerning use, display and reproduction of the Licensed Trademarks, and the nature and quality of products and services with which such Licensed Trademarks are used. SLBSema shall otherwise use such Licensed Trademarks and conduct its business, with such style, appearance and quality as to be adequate and suited

in the protection and enhancement of such Licensed Trademarks, products and services, and the goodwill associated therewith, without reflecting adversely upon SLBSema or any of SLBSema's customers, sublicensees or Affiliates, or the products or services provided thereby. All use by SEI of the Licensed Trademarks shall inure to the benefit of SLBSema. SLBSema reserves the right to periodically audit (no more than semi-annually with at least five (5) Business Days' notice) SEI's use of the Licensed Trademarks, including the products and services associated therewith, so that SLBSema may ensure that the products and services continue to meet the quality standards set forth herein. If SLBSema, in its sole reasonable discretion, determines that SEI is not complying with the quality control specifications and policies of SLBSema in all respects, SLBSema may terminate any or all trademark licenses granted by SLBSema under this Agreement upon providing at least ten (10) days' prior written notice to SEI unless SEI cures, to SLBSema's reasonable satisfaction, all aspects of non-compliance within such ten (10) day period.

ARTICLE 4 OWNERSHIP

4.1 SEI's Ownership Rights. All right, title and interest in and to the Transferred Technology and Derivative Works therein shall be vested in SEI unless explicitly provided otherwise herein. SLBSema agrees not to directly or indirectly challenge or contest, or assist third parties in challenging, SEI's rights in the aforementioned. All rights not expressly granted by SEI to SLBSema under this Agreement are reserved to SLBSema.

4.2 SLBSema's Ownership Rights. All right, title and interest in and to the Shared Technology and Derivative Works in the Shared Technology created by SLBSema shall be retained by SLBSema unless explicitly provided otherwise herein. SEI agrees not to directly or indirectly challenge or contest, or assist third parties in challenging, SLBSema's rights in the aforementioned. Subject to Section 9.13, all rights not expressly granted by SLBSema to SEI under this Agreement are reserved to SLBSema.

ARTICLE 5 INDEMNIFICATIONS

5.1 SLBSema's Indemnities. Subject to Section 5.3, SLBSema hereby agree to indemnify SEI and hold SEI harmless from and against any claim for infringement or misappropriation of third party rights arising from use by SEI or SEI's sublicensee (under 2.2.b) of the Shared Technology solely to the extent that (a) SLBSema provided the intellectual property that is alleged to infringe or misappropriate the third party's rights, (b) SEI's use is in accordance with all terms and conditions of this Agreement, including without limitation 2.2.a(i) or 2.2.a(ii), and (c) SEI's use is for the benefit of SLBSema or SLBSema's sublicensee.

5.2 SEI's Indemnities. Subject to Section 5.3, SEI hereby agrees to

indemnify SLBSema and hold SLBSema harmless from and against any claim or infringement or misappropriation of third party rights arising from use by SLBSema or a SLBSema sublicensee of the Shared Technology and/or the Transferred Technology solely to the extent that SEI provided the intellectual property that is alleged to infringe or misappropriate the third party's rights.

5.3 Scope of Indemnity.

a. With respect to the indemnities set forth in Sections 5.1 and 5.2, the indemnitor shall defend, indemnify and hold harmless the indemnified Party, and its Affiliates, agents, employees, successors and permitted assigns, from and against all liabilities, suits, claims, losses, damages and expenses, including costs and reasonable attorney's fees, relating to or arising from the claim set forth in the written notice provided by the indemnified Party.

b. The failure of the indemnified Party to provide prompt written notice to the indemnifying Party shall relieve the indemnifying Party only to the extent such indemnifying Party has been materially prejudiced by such failure.

c. In any claim or action within the scope of this Section 5.3, the indemnitor shall have the right to control the defense, retain counsel of its choice that is reasonably acceptable to indemnitee, and settle at its expense the claim or action; provided, however, no such settlement of the claim or action shall be entered into without the prior written consent of the indemnified Party if such settlement involves a finding of culpability against the indemnified Party or involves any material detriment to the indemnified Party. The indemnified Party shall cooperate to the extent necessary in the defense and shall have the right to retain separate counsel at its expense and thereby to participate in (but not control) the defense.

ARTICLE 6 LIMITATIONS OF LIABILITY, DISCLAIMER

6.1. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS PROFITS, AND LOSS OF BUSINESS INFORMATION, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL NOT APPLY TO INDEMNITY OBLIGATIONS ARISING OUT OF THIRD PARTY CLAIMS FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR BREACH OF CONFIDENTIALITY OBLIGATIONS.

6.2. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, NO PARTY MAKES ANY WARRANTIES, EXPRESS, OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING OUT OF TRADE USAGE OR PRACTICE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

ARTICLE 7 CONFIDENTIALITY

7.1 Confidential Information. "Confidential Information" shall mean technical and manufacturing plans, lists of vendors, suppliers and customers, ideas, methods, developments, inventions, improvements, business plans, trade secrets, scientific or statistical data, diagrams, drawings, specifications or other proprietary information relating thereto, together with all analyses, compilations, studies or other documents, records or data prepared by a Party or its respective representatives which contain or otherwise reflect or are generated from such information, and any other information which, given the character thereof and the nature and circumstances of disclosure, would be considered by a reasonable person working in the utility market business as proprietary or confidential. Confidential information shall not include information: (a) that, except for Trade Secrets, was independently developed by a Party without the benefit of the Confidential Information of the other Party; (b) that a Party rightfully receives from a third party that does not owe a duty of confidentiality to the other Party; (c) that is or becomes publicly available without fault of the Party obligated to hold such information confidential hereunder, or such Party's representatives, employees or agents; (d) that is published incident to a patent application prosecution; or (e) that a Party agrees in writing will not be treated as Confidential Information.

7.2 Restrictions.

a. Restrictions on SEI's. Neither SEI nor their Affiliates shall use any Confidential Information relating to the Shared Technology other than to exercise its rights and fulfill its obligations under this Agreement. Neither SEI's nor their Affiliates shall *disclose* Confidential Information relating to the Shared Technology except for Confidential Information relating to the Shared Technology which disclosure is allowed *only* to: (i) an employee who needs to know such Confidential Information to fulfill SEI's obligations or exercise SEI's rights pursuant to this Agreement and has agreed to use it only for such performance and not to disclose it except to (A) another employee of SEI or their Affiliates with a similar need or (B) a third party who needs to know such Confidential Information to perform necessary work for SEI or its Affiliates and who has executed a suitable confidentiality agreement, and (ii) a third party who needs to know such Confidential Information to perform work for SEI or its Affiliate and who has executed a suitable confidentiality agreement. SEI's and their respective Affiliates shall notify and inform employees having access to such Confidential Information of the limitations, duties and obligations concerning confidentiality.

7.3 Required Disclosures. A Party or its Affiliates required by court order or decree to disclose Confidential Information of the other Party shall, to the extent lawful, give prompt notice of same to the other Party, and seek confidential treatment for any such Confidential Information so disclosed. Mere disclosure as required by law is not a breach of this Agreement and shall not divest information of its status as Confidential Information.

7.4 Irreparable Injury. Each Party acknowledges that its breach of this Article 7 would cause the other Party or its Affiliates irreparable injury for which it would not have an adequate remedy at law. In the event of such a breach, the non-breaching Party shall have the right to seek temporary and permanent equitable and injunctive relief to prevent any unauthorized use, copying or disclosure, and to such damages as are occasioned by such unauthorized use, copying or disclosure.

ARTICLE 8 TERM AND REMEDIES

8.1 Term. The term of this Agreement and the licenses and rights granted hereunder commences as of the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, continues in perpetuity (the "Term").

8.2 Remedies for Breach. Each Party acknowledges that its' material breach of the terms of the licenses granted such Party hereunder would cause the other Party irreparable injury for which it would not have an adequate remedy at law. In the event of such material breach, the non-breaching Party shall have the right to seek equitable and injunctive relief and if such breach is not cured within thirty (30) calendar days after the breaching Party receives notice thereof, any other relief available under applicable law.

ARTICLE 9 MISCELLANEOUS TERMS

9.1 Assignability. Except as specifically provided herein, absent the prior written consent of the other Parties, no Party shall assign this Agreement except: (a) to one of its Affiliates; (b) to any single acquirer of all or substantially all of the assets of a line of such Party's business in connection with which the assignment and licenses herein were granted, provided that where SLBSema wishes to assign its rights hereunder, it shall promptly notify SEI of the contact information of such assignee; and (c) notwithstanding the foregoing, SEI may also assign any of its rights or obligations hereunder to any bank, financial institution or other lender as collateral to secure a loan from such bank, financial institution or lender.

9.2 Governing Law and Choice of Forum. This Agreement shall be deemed to have been executed and delivered in the County of New York, State of

New York, USA and shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. Each Party hereby consents to the exclusive jurisdiction and venue of the state and federal courts situated in the County of New York, State of New York, for the purpose of any action or proceeding brought by any other Party against it in connection with this Agreement or its subject matter, and in such action or proceeding each Party hereby waives any objection it may have based on lack of personal jurisdiction, improper venue, or inconvenient forum.

9.3 Severability. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. In the event that any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed so as to effectuate the purposes of that provision to the greatest extent possible under applicable law.

9.4 Headings. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.

9.5 Modification of Agreement. This Agreement may be modified, amended or supplemented only by written agreement of the Parties.

9.6 Notices. If either Party is required or permitted to send any notice to any other Party, that notice shall be in writing and (i) hand delivered; (ii) transmitted by facsimile, with a copy sent concurrently by certified mail, postage prepaid, return receipt requested; or (iii) delivered by prepaid overnight courier, to the following address or such other addresses as the party subsequently may provide in a notice in accordance with this Section:

if to SEI: Simon Pontin
313-B North Highway 11

West Union, South Carolina 29696

Telecopier: (864) 638-4900

Attention: _____

with a copy to: _____

Telecopier: _____

Attention: _____

if to SLBSema: SchlumbergerSema Inc.
30000 Mill Creek Avenue

Suite 100

Alpharetta, Georgia 30022

Telecopier: (678) 258-1686

Attention: _____

with copy to: Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Telecopier: (212) 351-4035
Attention: Barbara L. Becker, Esq.

9.7 Nonwaiver. The failure of any Party to assert a right or employ a remedy shall not constitute a waiver of that right or remedy or any other right or remedy which that Party may otherwise have at law or equity. No right or remedy shall be deemed waived unless expressly waived in writing.

9.8 Relationship of the Parties. Nothing in this Agreement shall be construed as creating or altering any existing partnership, joint venture, fiduciary or agency relationship between the Parties, or as authorizing any Party to act as agent for any other Party.

9.9 Force Majeure. No Party shall be liable to any other party for delay in performing any of its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, strikes not involving its employees, accidents, wars both declared and undeclared, terrorism, embargoes, legal restrictions, riots, insurrections and actions of utility companies; provided, however, that the Party shall give notice to the other Parties of any actual or anticipated delay, take diligent steps to minimize the delay and overcome its effects, and promptly resume performance when the cause of the delay is removed.

9.10 Remedies Cumulative. Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.

9.11 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors, permitted assigns and legal representatives.

9.12 Counterparts. This Agreement may be executed in counterparts (and by facsimile signature), each of which shall be deemed to be original but all of which together shall constitute a single instrument.

9.13 Further Assurances. SLBSema will use commercially reasonable efforts to take or cause to be taken all action, and do or cause to be done all things reasonably necessary, proper or advisable under applicable laws and regulations, to consummate, make effective, and enforce, the assignments, licenses and rights granted by this Agreement, including, without limitation, (a) granting or procuring a license for all Intellectual Property owned by SLBSema or their Affiliates not specifically identified on Attachment 2 hereto which is necessary to allow SEI to use, make, use and sell the products or otherwise conduct operations, (b) reasonably cooperating with SEI to contest any legal proceeding challenging the assignments, licenses and rights granted hereby, (c) upon SEI's request, giving such oaths, executing (or causing its Affiliates to execute) any additional instruments necessary (including assignments), and, to effectuate the assignments contemplated under this Agreement, filing same with the appropriate government entity (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office); and (d) reasonably cooperating with SEI in any claim or suit SEI brings against third parties, in order to enforce SEI's rights in the Subject Technology.

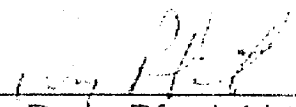
9.14 Compliance with Export Laws. The Parties shall comply with all applicable laws, rules, and regulations governing export of goods and information. In particular the Parties shall not export or re-export, directly or indirectly, separately or as part of a system, the Subject Technology, or information relating thereto, to any country for which an export license or other approval is required without first obtaining such license or other approval. Notwithstanding any provision to the contrary in this Agreement, each Party agrees to defend and indemnify, defend and hold harmless, on terms identical to Section 5.3, the other Parties for a breach of this Section.

9.15 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements between the Parties concerning the subject matter of this Agreement.

9.16 Interpretation. As used herein, the words, "hereof", "herein", "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and, unless otherwise stated, the words "Article", "Section" and "Attachment" refer to the articles sections and attachments of this Agreement unless otherwise specified. Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

NESS WHEREOF, the Parties have caused this Agreement to be
by their respective duly authorized officers, as of the date set forth

SCHLUMBERGERSEMA INC.

By: 
Name: Doug Pferdehirt
Title: President, North and South
America

SCHLUMBERGER ELECTRICITY,
INC.


By: _____
Name: Malcolm Unsworth
Title: President

OF, the Parties have caused this Agreement to be
active duly authorized officers, as of the date set forth

SCHLUMBERGERSEMA INC

By: _____
Name: Doug Pferdehirt
Title: President, North and South
America

SCHLUMBERGER ELECTRICITY,
INC.

By:  _____
Name: Malcolm Unsworth
Title: President

TRANSFERRED TECHNOLOGYProducts

<u>RESIDENTIAL ELECTRICITY METERS</u>	<u>METERING SYSTEMS</u>	<u>SOFTWARE</u>
Centron - all versions excluding CellNet Technologies J5, J4.	ERT Enscan License	PC-PRO
MT100, MT200, D101 ..	R900 License	MINI-MASTER
		MULTI-MASTER
	<u>WEB SITE CONTENT</u>	
<u>COMMERCIAL & INDUSTRIAL ELECTRICITY METERS</u>		
Vectron, Vectron SVX, excluding CellNet Technologies		
Sentinel excluding CellNet technologies	<u>FCC LICENSES</u>	
Quantum Q1000	Centron/CellNet	
SQ400	Sentinel/CellNet	

Patents****UNLESS OTHERWISE NOTED, ALL PATENTS ARE US****

<u>File No.</u>	<u>Patent/Serial No.</u>	<u>TITLE</u>	<u>PRODUCT</u>
44.0347	4601047	CODE DIVISION MULTIPLEXER USING DIRECT SEQUENCE SPREAD SPECTRUM	LOAD AND RATE CONTROL
44.0348 CA	1232380	CORRELATION DETECTOR FOR SPREAD SPECTRUM SIGNALS	
44.0349	4644523	MULTIPLE RECEIVER CHANNEL DATA RECOVERY SYSTEM	LOAD AND RATE CONTROL
44.0352	4695742	IMPROVED CHARGE BALANCE VCO	NONE
44.0353	4525669	POWER MEASUREMENT IN AN ELECTRICAL DISTRIBUTION SYSTEM HAVIN	NONE
44.0364	4486707	GAIN SWITCHING DEVICE WITH REDUCED ERROR FOR WATT METER	VECTRON QUANTUM FULCRUM
44.0368 CA	1237205	SYNCHRONIZATION SYSTEM FOR USE IN DIRECT SEQUENCE SPREAD SPECTRUM	
44.0379	4588949	METER REMOVAL INDICATOR	J4, J5
44.0389	4653076	TIMING SIGNAL CORRECTION; MULTIPLE DATA RATES	LOAD AND RATE CONTROL
44.0395	4588982	OPTICAL SHAFT ENCODER	J4, J5
44.0396 CA	1256529	METHOD OF INITIALIZING AN OPTICAL ENCODER	
44.0397 CA	1247209	TAMPER INDICATING SCHEME FOR OPTICALLY ENCODED METER REGISTER	
44.0405	4693522	IMPROVED STRUCTURE FOR HALL DEVICES	NONE

Patent No.	Patent/Serial No.	TITLE	PROJECT
44-0415	4837123	DIRECTION SENSITIVE OPTICAL SHAFT ENCODER	J4, J5
44-0416	5216357	REAL TIME SOLID STATE REGISTER HAVING BATTERY BACK-UP	MITTELBERG
44-0419	1288880	WAVEFORM ENVELOPE TREND ANALYSIS SYSTEM	
44-0420	1266366	COMPENSATED CURRENT TRANSFORMERS	
44-0421	4875783	TEMPERATURE TRANSDUCER FOR PULSE RECORDER	DS-100, DATASTAR
44-0425	5537028	ELECTRICITY METER AND METHOD FOR MEASURING APPARENT POWER	CENTRON
44-0428	5027059	DIFFERENTIAL CURRENT SHUNT	VECTRON QUANTUM FULCRUM
44-0430	4,949,029	ADJUSTMENT LSI CHIP FOR SOLID STATE METER	FULCRUM
44-0439	4968970	FREQUENCY HOPPING MODULATION SCHEME FOR POWER LINE	J4, J5
44-0440	5032833	NETWORK ROUTING AND LEARNING STRATEGY FOR POWER LINE	J4, J5
44-0444	5107203	MEANS OF DISCONNECTION INSIDE SEALED METER	J4, J5
44-0446	5241306	SINGLE SENSOR METER DISK HYSTERESIS	J4, J5
44-0447	5285058	OPTICAL SENSOR CONTROL	J4, J5
44-0448	5134650	DIAL OUTBOUND METER INTERFACE UNIT (MIU) FOR AUTOMATIC METER READING USING NO SUBSCRIBER LINE ACCESS CONTROLLER	TDI-1000 SERIES
44-0449	5422565	SENSING REMOVAL OF A METER FROM ITS SOCKET	J4, J5
44-0449	5523559	SENSING REMOVAL OF A METER FROM ITS SOCKET	J4, J5
44-0449	5293115	SENSING REMOVAL OF A METER FROM ITS SOCKET	J4, J5
44-0450	5,473,322	ELECTRICITY METER TAMPER SENSING	J4 J5 VECTRON QUANTUM FULCRUM
44-0452	5521572	DOUBLE GAP AIR-COUPLED CURRENT TRANSFORMER	NONE
44-0463	5297016	POLYPHASE EMULATOR FOR SINGLE PHASE CIRCUIT	J4 J5 VECTRON QUANTUM FULCRUM
44-0469	5659303	METHOD AND APPARATUS FOR TRANSMITTING MONITOR DATA	ITRON ERT
44-0470	5629875	METHOD AND APPARATUS FOR INTERACTIVELY TUNING FREQUENCY HOPPING TRANSMITTER	ITRON ERT
44-0471	5519388	METHOD AND APPARATUS FOR ACTIVE TEMPERATURE COMPENSATION IN A RADIOWAVE TRANSMITTER	ITRON ERT
44-0475	5,609,074	UNDIRECTIONAL GEAR TRAIN	J4, J5
44-0476 CNT	5,750,983	METER SENSOR LIGHT TAMPER DETECTION	J4, J5
44-0477 CNT	5,874,731	AMBIENT LIGHT FILTER	J4, J5
44-0478	5694103	FIGURE 8 MAGNETIC CORE	CENTRON
44-0479	6,219,656	IMPROVED MEMORY INTEGRITY FOR METERS	CENTRON
44-0480	6,232,886	METHOD AND APPARATUS FOR INDICATING METER TAMPERING	CENTRON

NO.	Patent Serial No.	TITLE	PROJECT
44.0484	09/052,400	HIGH LINEARITY, LOW OFFSET INTERFACE FOR HALL EFFECT DEVICES	CENTRON
44.0485	09/052,710	HIGH LINEARITY, LOW OFFSET INTERFACE FOR HALL EFFECT DEVICES	CENTRON
44.0486	09/450,890	A SINGLE PHASE RESIDENTIAL ELECTRICITY METER	CENTRON
44.0487	09/605,905	ENERGY HISTORY BUFFER	CENTRON
44.0488	10/131,605	USING FLASH MEMORY AS A MEANS FOR STORING METERING DATA	SENTINEL
44.0489	09/751,316	INNER COMPONENT BOARD ASSEMBLY FOR AN ELECTRIC UTILITY METER	SENTINEL VECTRON
44.0490	09/704,255	SNAP CONNECTING INNER MODULES	SENTINEL VECTRON
44.0490 PSP	60/333,878	EMBEDDED ANTENNA APPARATUS FOR UTILITY METERING APPLICATIONS	SENTINEL VECTRON
44.0492	10/209,177	MAGNETIC FIELD SENSING FOR TAMPER IDENTIFICATION	SENTINEL VECTRON
47.0265 CA	12619-17	REGISTER POSITION SENSING AND CONTROLLING APPARATUS	
47.0269	4640985	SNAP-FITTING TRANSFORMER TERMINAL COVER	
47.0272	4736644	METHOD OF ADJUSTING THE TOOTH DEPTH OF A WHEEL IN A WORM	
47.0282	5088004	ELECTRICITY METERING DEVICE WITH COVER	
47.0283	5134544	CABLE MOUNTING MECHANISM FOR ELECTRICITY METERING DEVICE	
47.0284	5198783	COOLING VENT FOR ELECTRICITY METERING DEVICE	
47.0285	5181166	SECURING MECHANISM FOR AN ELECTRICITY METERING DEVICE	
47.0286	5495238	INDUCTION WATT HOUR METER-INTRUSIVE AND CONCEALED PULSE	
47.0287	5399966	INDUCTION WATT HOUR METER ROTARY DISC MOUNTING AND	
47.0288	5364290	INDUCTION WATT HOUR METER POLYCARBONATE BASE	
83.0117	6,232,885	MODULATED LIGHT SOURCE AND FILTER RECEIVER FOR ELECTRICITY METER	J5 METER
83.0117 CNT	09/855,185	MODULATED LIGHT SOURCE AND FILTER RECEIVER FOR ELECTRICITY METER	J5 METER
70.0290	5281836	SEMICONDUCTOR SENSOR WITH PERPENDICULAR N AND P-	
70.0336	5442221	HALL EFFECT SENSOR	
70.0382 CNT	5,493,212	ELECTRICITY METER WITH VARIABLE GAIN SIGMA DELTA CONVERTER	
70.0385	5,459,464	FREQUENCY MODULATED INTEGRATOR CIRCUIT	
70.0396	5,585,716	MULTIPLE STAGE FREQUENCY MODULATED CURRENT	

Trademarks

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>
SOLID STATE OF MIND	US	76/247,224	PC-PRO	US	1,752,092
CENTRON	US	2,438,984	PRO-READ	US	1,732,595
DATA STAR	US	1,453,971	PC-PRO+	US	1,929,925
DATASTAR & Design	US	1,453,970	QUANTUM	US	1,725,344
ENERGYSCAN	US	2,522,885	SENTINEL	US	76/082,666
FULCRUM	US	1,736,173	VECTRON	US	1,874,534
MINI-MASTER	US	2,413,456			
MULTI-MASTER	US	1,793,434			

SHARED TECHNOLOGYProducts

<u>READING EQUIPMENT & SYSTEMS</u>	<u>SOFTWARE</u>
CellNet End-Point technology for SEI's own Electric residential meters only. (non-exclusive)	EnergyAudit
CellNet End-Point technology for SEI's own Electric Commercial & Industrial meters only. (non-exclusive)	Mobile Reading software (Neptune)
CRF Technology	RouteMAPS
Drive-By Data Collector	RoadMAPS
CIU64 receiver of DBDC	
Handheld products	CellNet Certain Test, and other Software
UtiliNet (For sale by SLBSEMA only)	
	<u>WEB SITES</u>

Patents

<u>File No.</u>	<u>Patent/Serial No.</u>	<u>TITLE</u>	<u>PRODUCT</u>
44-0337	4509128	SOLID STATE DEMAND REGISTER WITH NON-VOLATILE MEMORY	VECTRON QUANTUM FULCRUM
44-0406	4639728	METHOD OF AND SYSTEM FOR ACCUMULATING VERIFIABLE ENERGY	DATASTAR
44-0410	4,682,169	METHOD OF AND SYSTEM FOR ACCUMULATING VERIFIABLE ENERGY DEMAND DATA FROM REMOTE ELECTRICITY METERS	DATASTAR
44-0411	4697180	METHOD OF AND SYSTEM FOR ACCUMULATING VERIFIABLE ENERGY	DATASTAR
44-0412	4697181	PROGRAMMABLE DIVISION RATIO FOR SOLID STATE RECORDER	DATASTAR
44-0413	4697182	METHOD OF AND SYSTEM FOR ACCUMULATING VERIFIABLE ENERGY	DATASTAR
44-0436	5010335	A PRACTICAL OPTICAL PORT MULTIPLEXER	FULCRUM
44-0453	5469049	A SYSTEM CHECKING AND TROUBLESHOOTING PACKAGE	VECTRON
44-0453 CIP	5,631,554	A SYSTEM CHECKING AND TROUBLESHOOTING PACKAGE	VECTRON
44-0453 CIP-2	08859,597	A SYSTEM CHECKING AND TROUBLESHOOTING PACKAGE	VECTRON
44-0453 DN	5,471,137	A SYSTEM CHECKING AND TROUBLESHOOTING PACKAGE	VECTRON
44-0474	5,691,634	WATT CALCULATIONS	VECTRON
44-0493	10/190,316	FIELD SELECTABLE COMMUNICATION NETWORK	AMR CELLNET

Patent Class	Patent Serial No.	TITLE	PRODUCT
84.0100	6,424,276	VERSATILE METER INTERFACE UNIT	CELLNET
84.0100	6,161,081	A MODULAR OBJECT-BASED APPROACH FOR EXTENSIBLE MASTER	MAPS
84.0105 CIP	5,914,673	FIXED NETWORK ON A SINGLE FREQUENCY	AMRT
84.0108	5,896,097	FIXED NETWORK ON A SINGLE FREQUENCY	AMRT
84.0120	09/032,234	ONE-WAY LAN AMR FIXED NETWORK	AMR
84.0100	4,793,623	DEVICE FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE	CELLNET
84.0101	4,792,677	SYSTEM FOR USE WITH A UTILITY METER FOR RECORDING TIME OF ENERGY USE	CELLNET
84.0102	5,014,213	SYSTEM FOR USE WITH POLYPHASE UTILITY METERS FOR RECORDING TIME OF ENERGY USE	CELLNET
84.0103	D320,362	DEVICE FOR USE WITH UTILITY METERS TO RECORD TIME OF USE DEMAND AND LOAD SURVEY DATA	CELLNET
84.0104 CIP	5,004,768	FREQUENCY SYNCHRONIZED BIDIRECTIONAL RADIO SYSTEM	CELLNET
84.0104	5,377,232	FREQUENCY SYNCHRONIZED BIDIRECTIONAL RADIO SYSTEM	CELLNET
84.0106	D310,973	DEVICE FOR USE WITH UTILITY METERS TO RECORD TIME OF ENERGY USE, DEMAND AND LOAD PROFILE DATA	CELLNET
84.0107	5,661,750	DIRECT SEQUENCY SPREAD SPECTRUM SYSTEM	CELLNET
84.0108	6,195,018	A METERING SYSTEM	CELLNET
84.0108 CNT	09/564,223	A METERING SYSTEM	CELLNET
84.0108 CIP	09/470,258	A METERING SYSTEM	CELLNET
84.0108 CIP-2	09/585,819	A METERING SYSTEM	CELLNET
84.0109	6,456,644	BANDPASS CORRELATION OF A SPREAD SPECTRUM SIGNAL	CELLNET
84.0110	6,047,016	PROCESSING A SPREAD SPECTRUM SIGNAL IN A FREQUENCY ADJUSTABLE SYSTEM	CELLNET
84.0111	6,263,009	AQUIRING A SPREAD SPECTRUM SIGNAL ADJUSTABLE SYSTEM	CELLNET
84.0112	08/880,637	RECEIVING A SPREAD SPECTRUM SIGNAL	CELLNET
84.0115	6,100,816	UTILITY METER ADAPTER	CELLNET
84.0115	6,304,227	SLOT ANTENNA	CELLNET
84.0117	08/880,470	BANDPASS PROCESSING OF A SPREAD SPECTRUM SIGNAL	CELLNET
84.0120	6,178,197 B1	FREQUENCY DISCRIMINATION IN A SPREAD SPECTRUM SIGNAL PROCESSING SYSTEM	CELLNET
84.0121	6,163,276	SYSTEM FOR REMOTE DATA COLLECTION	CELLNET
84.0122	09/313,050	TRANSMITTER TOLERANT TO CRYSTAL VARIATIONS	CELLNET
84.0123	6,181,253 B1	RECEIVER CAPABLE OF PARALLEL DEMODULATION OF MESSAGES	CELLNET
84.0124	6,452,986	DETECTOR TOLERANT OF FREQUENCY MISALIGNMENT	CELLNET

Patent/Serial No.	TITLE	PRODUCT
84.0128	SYSTEM FOR PERFORMING LOAD MANAGEMENT	CELLNET
84.0129	SERRATED SLOT ANTENNA	CELLNET
84.0130	PROCESSING AND PRESENTING INFORMATION RECEIVED FROM A PLURALITY OF REMOTE SENSORS	CELLNET
84.0131	AN ANTENNA FOR A PARKING METER	CELLNET
84.0132	ROTATION SENSING DEVICE	CELLNET
84.0133	TIME SYNCHRONIZATION SCHEME FOR TRANSMITTING METERING INFORMATION OVER A WIRELESS NETWORK	CELLNET
84.0134	TWO-WAY TELEMETRY SYSTEM USING AN INTELLIGENT LAST MILE APPROACH FOR COMMUNICATING WITH INDIVIDUAL TELEMETRY UNITS	CELLNET
84.0135	ONE-WAY TELEMETRY SYSTEM USING MULTIPLE MICROCELL CONTROLLERS TO AVOID REEDUNDANT DATA PATHS	CELLNET

Trademarks

TRADEMARK	COUNTRY	REG. NO.	TRADEMARK	COUNTRY	REG. NO.
CELLNET	US	1,820,453			

FIG. NO. OR SERIAL NO.	TITLE	INVENTOR(S)	OFF. OR FILING DATE	EXTENSION DATE
0112100400001	Method for processing of modem-based advertising by network	Samuel, David G.	08/09/92 02/03/94	01/21/94
0112100400002	Method & apparatus for routing packets in a packet network	Samuel, David G.	08/22/92 08/14/94	08/06/94 01/30/95
0112100400003	Method for transmitting network protocol addresses by wire	Lee, Richard H. Callaway, Brent D.	09/21/92 04/09/94	01/02/94 06/01/93
0112100400004	Method for using priority to route protocol messages over a network	Callaway, Brent D.	08/26/92 12/10/96	
0112100400005	Transceiver sharing between access & backhaul in a wireless network	Edwards, Robert Lammert, III, George Callaway, Brent D.	07/09/92 08/06/95	02/26/94 01/07/98
0112100400006	Transceiver sharing between access & backhaul in a wireless network	Edwards, Robert Lammert, III, George Callaway, Brent D.	01/22/93 08/06/95	
0112100400007	Transceiver sharing between access & backhaul in a wireless network	Edwards, Robert Lammert, III, George Callaway, Brent D.	05/22/93 08/06/95	
0112100400008	Method for network configuration via third party device	Edwards, Robert Lammert, III, George Van Pelt, W. E.	08/25/93 08/06/94	04/29/94 11/20/95
0112100400009	Method for network configuration via third party device	Lammert, III, George Van Pelt, W. E.	08/25/93 02/03/94	04/29/93 09/26/95
0112100400010	Method for determining optimal code to transmit data	Samuel, III, George	08/26/93 08/21/94	09/08/94 05/11/96
0112100400011	Method for using source routing over disparate network types	Starr, Michael W. Hammer, III, George Callaway, Brent D.	01/16/94 08/21/95	
0112100400012	Method for using source routing over disparate network types	Starr, Michael W. Hammer, III, George Callaway, Brent D.	01/24/94 08/21/95	
0112100400013	Method for frequency sharing & frequency management	Lammert, III, George Callaway, Brent D. Paulson, David L.	08/26/93 08/24/94	03/12/94 05/07/96
0112100400014	Multiple channel driven wireless & sharing method	Castel, Jr., Robert	08/12/93 10/21/94	04/03/94 12/28/95
0112100400015	Method for automatically partitioning code to a computer	Callahan, David L.	08/26/93 12/04/95	06/01/94 09/02/97
0112100400016	Method for circuit card testing & method for change	Karolik, Matthew P.	08/26/93 12/04/95	07/24/94 08/26/98
0112100400017	Method & apparatus for receiving digital data from	Callahan, David L.	08/26/93 05/13/96	07/08/94 01/08/98
0112100400018	Method of antenna	Callahan, Matthew P.	08/26/93 06/14/96	07/08/94 02/08/97

FIG. NO. COLUMN	TITLE	INVENTOR(S)	APPL. NO. FILING DATE	PATENT NO. ISSUE DATE
FIG. 10 (KRA)	System multiple access protocol for wireless	Frank B. Rowell Lyn M. Hoadley	5,726,477 10/20/96	5,818,725 10/26/98
FIG. 11 (KRA)	Method & apparatus for processing data through a link	Frank B. Rowell Richard J. Brown	5,754,077 11/21/96	
FIG. 12 (KRA)	Asynchronous			
FIG. 13 (KRA)	A channel dependent frequency reuse			
FIG. 14 (KRA)	Efficiency & capacity improvement utilizing a			
FIG. 15 (KRA)	Method & apparatus for a continuous transmission			
FIG. 16 (KRA)	Methods for determining packet type without prior knowledge			
FIG. 17 (KRA)	A packet based high efficiency processing system for			
FIG. 18 (KRA)	Method for synchronization with a packet mode channel			
FIG. 19 (KRA)	Method for processing & routing through split media path			
FIG. 20 (KRA)	Methods for showing directional antennas on a network			
FIG. 21 (KRA)	Method for displaying			