

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HENDRY MECHANICAL WORKS		10/25/2004	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA	
Name:	ITRON, INC.
Street Address:	2111 N. Molter Road
City:	Liberty Lake
State/Country:	WASHINGTON
Postal Code:	99019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1948346	HENDRY
Registration Number:	1601977	SMART FUSE

CORRESPONDENCE DATA	
Fax Number:	(509)838-0007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5094556000
Email:	sbertone@paineambly.com
Correspondent Name:	Steven M. Bertone
Address Line 1:	717 W. Sprague Avenue
Address Line 2:	Suite 1200
Address Line 4:	Spokane, WASHINGTON 99201-3505

ATTORNEY DOCKET NUMBER:	17205-00282
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NAME OF SUBMITTER:	Steven M. Bertone
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Total Attachments: 4  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made this 25~~th~~ day of OCTOBER, 2004, by and between HENDRY MECHANICAL WORKS, LIMITED PARTNERSHIP, a California limited partnership (the "Assignor"), with offices at 55 Castilian Drive, Santa Barbara, California 93117-3080 and TELECT, INC., a Washington corporation, (the "Assignee"), with offices at 2111 N Molter Road, Liberty Lake, Washington 99019.

**WHEREAS**, Assignor is the owner of all right, title and interest in the trademark registrations, trademark applications and common law trademarks (the "Trademarks") as set forth on the "Schedule Of Trademark Registrations And Trademarks", a copy of which is attached hereto and incorporated herein by reference, as well as all common law rights and goodwill therein; and

**WHEREAS**, in exchange for valuable consideration, receipt of which is hereby acknowledged, Assignor wishes to transfer all rights in the Trademarks to Assignee.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Grant of Interests. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its right, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, but without limitation, the right to sue for past, present or future infringement, misappropriation, dilution or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

2. Promise to Execute & Deliver Documents. Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

3. Miscellaneous. No failure, partial exercise or delay by the Parties in exercising any right, power or privilege hereunder will operate as a waiver thereof. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns, including, without limitation, any person acquiring a majority of the outstanding equity securities of any such party. This Agreement contains the final understanding between the Parties and may not be amended or modified except by a written agreement signed by the Parties hereto. If any

provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. In the event that a breach or dispute between the Parties should arise, the prevailing party shall be entitled to recover reasonable attorneys fees, court costs and expenses from the other party.

**IN WITNESS WHEREOF**, acknowledging the Parties agreement to the foregoing, Assignor has executed this Agreement as of the date shown below.

Date: Oct 25, 2004

HENDRY MECHANICAL WORKS,  
LIMITED PARTNERSHIP, a California  
limited partnership

By James J. Keenan  
James J. Keenan, General Partner

STATE OF \_\_\_\_\_ )  
  : ss  
County of \_\_\_\_\_ )

*ACKNOWLEDGMENT ATTACHED*

I certify that I know or have satisfactory evidence that JAMES J. KEENAN is the person who appeared before me, and said person acknowledged that he signed this instrument as the General Partner of HENDRY MECHANICAL WORKS, LIMITED PARTNERSHIP, a California limited partnership, and acknowledged it to be the free and voluntary act of said limited partnership for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2004.

Print Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

I:\Spodocs\17205\00282\agree\00248978.DOC

**SCHEDULE OF TRADEMARK REGISTRATIONS AND TRADEMARKS**

<b>Mark</b>	<b>Goods/Services Description (International Class)</b>	<b>Serial # (Filing Date)</b>	<b>Registration # (Date)</b>	<b>Status (Country)</b>
"HENDRY"	Frames and racks for telephone central office equipment, electric cable racks, electric power distribution panels, cabinets for electric and electronic equipment, circuit breaker panels, fuse panels for direct-current power distribution, fiber optics cable raceways, electric power supplies and electric power failure backup supplies. (IC 009)	74569171 (Sept. 2, 1994)	1948346 (Jan. 16, 1996)	Registered (USA)
"SMART FUSE"	Electric Power Distribution Panels. (IC 009)	73784912 (Mar. 6, 1989)	1601977 (Jun. 19, 1990)	Registered (USA)
"HENDRY MECHANICAL WORKS"	n/a	n/a	n/a	Common law use (USA)
"HENDRY TELEPHONE PRODUCTS"	n/a	n/a	n/a	Common law use (USA)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

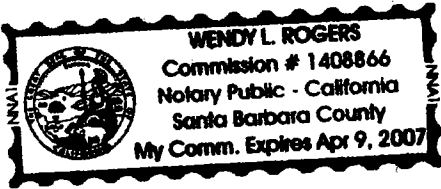
State of CALIFORNIA

County of SANTA BARBARA

On 10-25-04 before me, Wendy L. Rogers, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James J. Keenan  
Name(s) of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Wendy L. Rogers  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: TRADEMARK ASSIGNMENT AGREEMENT

Document Date: 10-25-04 Number of Pages: -3-

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James J. Keenan

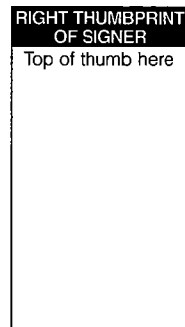
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Henry Mechanical  
WORKS, LP

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_