

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2997 Frame 0524)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse First Boston, as Administrative Agent		12/22/2005	Bank organized under the laws of Switzerland:

RECEIVING PARTY DATA

Name:	Hersey Meters Co.
Street Address:	500 W. Eldorado Street
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62522
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	54749	HERSEY
Registration Number:	611788	HERSEY
Registration Number:	942585	HERSEY
Registration Number:	957278	RETRO-THRUST
Registration Number:	2724300	TRANSLATOR
Registration Number:	2827704	HORIZON

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
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 Address Line 2: 425 Lexington Avenue

OP \$165.00 54749

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 043235/0058

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 01/31/2006

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December ²², 2005, from Credit Suisse First Boston, a New York corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Hersey Meters Co., a Delaware corporation with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Subsidiary Pledge and Security Agreement, dated as of April 23, 2004, made by the Grantor (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 23, 2004, between the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 21, 2004, at Reel 2997 and Frame 0524; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Exhibit A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent, on behalf of itself and its Cayman Islands branch, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Credit Suisse, Cayman Islands Branch
(formerly known as Credit Suisse First Boston,
acting through its Cayman Islands Branch)

By: 
Name: DAVID DODD
Title: VICE PRESIDENT

By: 
Name: MIKHAIL FAYBUSOVICH
Title: ASSOCIATE

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 22nd day of DECEMBER 2005 before me personally appeared DAVID DEDD & MIKHAIL FAYBUSOVICH to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT & ASSOCIATE of Credit Suisse First Boston, a New York corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse First Boston.

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2007



Notary Public

(Affix Seal Below)

EXHIBIT A

ITEM 4 FROM RECORDATION FORM COVER SHEET
(TRADEMARKS)

Hersey Meters Co.							
1 Serial #:	<u>71017638</u>	Filing Dt:	03/07/1906	Reg #:	<u>0054749</u>	Reg. Dt:	06/26/1906
Mark:	HERSEY						
2 Serial #:	<u>71673987</u>	Filing Dt:	09/29/1954	Reg #:	<u>0611788</u>	Reg. Dt:	09/06/1955
Mark:	HERSEY						
3 Serial #:	<u>72414137</u>	Filing Dt:	01/31/1972	Reg #:	<u>0942585</u>	Reg. Dt:	09/12/1972
Mark:	HERSEY						
4 Serial #:	<u>72427470</u>	Filing Dt:	06/16/1972	Reg #:	<u>0957278</u>	Reg. Dt:	04/17/1973
Mark:	RETRO-THRUST						
5 Serial #:	<u>78143425</u>	Filing Dt:	07/12/2002	Reg #:	<u>2724300</u>	Reg. Dt:	06/10/2003
Mark:	TRANSLATOR						
6 Serial #:	<u>78143463</u>	Filing Dt:	07/12/2002	Reg #:	<u>2827704</u>	Reg. Dt:	03/30/2004
Mark:	HORIZON						

Reel / Frame: 2997/0524