

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 3002 Frame 0325)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Law Debenture Trust Company of New York		12/22/2005	New York State Trust Company:

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.
 Address Line 1: Simpson Thacher & Bartlett LLP
 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: 03/01/2006

Total Attachments: 4
source=TR300232#page1.tif
source=TR300232#page2.tif
source=TR300232#page3.tif
source=TR300232#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2005, from Law Debenture Trust Company of New York, a New York State Trust Company, as Collateral Agent (the "Agent") for itself, certain noteholders, 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 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 June 22, 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 30, 2004, at Reel 3002 and Frame 0325; and

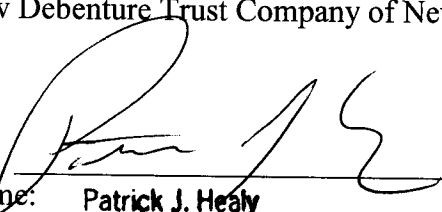
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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 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.

Law Debenture Trust Company of New York

By: 
Name: Patrick J. Healy
Title: Vice President

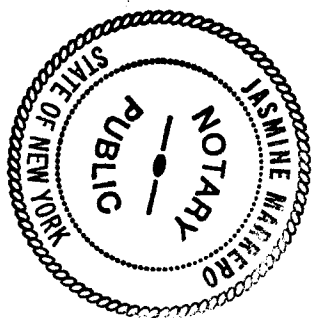
STATE OF NY)
)
COUNTY OF Bronx)

ss.:

On this 24 day of January 2006, before me personally appeared Patrick Healy to me known who, being by me duly sworn, did depose and say that he/she is Vice President of Law Debenture Trust Company of New York, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Law Debenture Trust Company of New York.

Jasmine Marrero
Notary Public

(Affix Seal Below)



JASMINE MARRERO
Notary Public, State of New York
No. 01MA6089997
Qualified in Bronx County
Commission Expires 3/31/2007

EXHIBIT A

ITEM 4 FROM RECORDATION FORM COVER SHEET
(TRADEMARKS)

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

Reel/Frame: 3002/0325