

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVANCED METERING DATA SYSTEMS, L.L.C.		07/06/2006	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	M&FC HOLDING, LLC
Street Address:	1501 Ardmore Boulevard
Internal Address:	C/o Sensus Metering Systems Inc.
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15221
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2958250	AMDS
Registration Number:	3086122	ADVANCED METERING DATA SYSTEMS
Serial Number:	78559023	AMDS
Serial Number:	78555967	AMDS CONNECTION
Serial Number:	78555921	AMDS CONNECT
Serial Number:	78275345	READ ROVER
Serial Number:	78632887	SMART PIPE
Serial Number:	78559726	AMDS CONNECT
Serial Number:	78555947	AMDS CONNECTED

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 2958250

Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	08/21/2006

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Assignment of Trademarks (the "Trademark Assignment") is entered into as of July 6, 2006 (the "Effective Date"), by and between ADVANCED METERING DATA SYSTEMS, L.L.C., a Louisiana limited liability company ("Assignor") and M&FC HOLDING, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor specified in Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignor and SENSUS METERING SYSTEMS INC., a corporation organized and existing under the laws of the State of Delaware ("Sensus"), are parties to that certain Asset Purchase Agreement, dated as of June 2, 2006 (the "Asset Purchase Agreement");

WHEREAS, in accordance with Section 10.5 of the Asset Purchase Agreement, Sensus has (i) advised Assignor that Assignee is a wholly-owned direct or indirect subsidiary of Sensus and (ii) instructed Assignor to enter into this Trademark Assignment in favor of Assignee;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business connected with the use of or symbolized by the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business connected with the use of or symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of or symbolized by the Trademarks. This Trademark Assignment includes all of Assignor's right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks.

Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Agreement in any manner whatsoever. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein and that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Trademark Assignment. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Trademark Assignment, the terms of the Agreement will govern. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Assignee and its successors and permitted assigns and Assignor and its successors and permitted

assigns any remedy or claim under or by reason of this Trademark Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this Trademark Assignment shall be for the sole and exclusive benefit of Assignee and its successors and permitted assigns and Assignor and its successors and permitted assigns. This Trademark Assignment will be binding upon Assignor and its successors and permitted assigns, and inure to the benefit of and is enforceable by Assignee and its successors and assigns. This Trademark Assignment will be binding upon Assignee and its successors and permitted assigns, and inure to the benefit of and is enforceable by Assignor and its successors and permitted assigns.

Sensus and Assignee represent and warrant to Assignor that Assignee is a wholly-owned direct or indirect subsidiary of Sensus.

Sensus intervenes in the execution of this Trademark Assignment solely for the purpose of making the representation and warranty in the preceding paragraph and to confirm that it has instructed Assignor to enter into this Trademark Assignment in favor of Assignee.

This Trademark Assignment shall be construed under the laws of the State of New York, United States of America, without giving effect to the conflict of law provisions thereof.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Trademark Assignment.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

ASSIGNOR:

ADVANCED METERING DATA SYSTEMS,
L.L.C.

By: 

Name: H. Britton Sanderford, Jr.

Title: President

ASSIGNEE:

M&FC HOLDING, LLC

By: _____

Name: Dan Harness

Title: President

INTERVENOR:

SENSUS METERING SYSTEMS, INC.

By: _____

Name: Dan Harness

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

ASSIGNOR:

ADVANCED METERING DATA SYSTEMS,
L.L.C.

By: _____
Name: H. Britton Sanderford, Jr.
Title: President

ASSIGNEE:

M&FC HOLDING, LLC

By: _____
Name: Dan Harness
Title: President

INTERVENOR:

SENSUS METERING SYSTEMS, INC.

By: _____
Name: Dan Harness
Title: President and Chief Executive Officer

NYDB01 17367581

Trademark Assignment

TRADEMARK
REEL: 003373 FRAME: 0876

SCHEDULE A

	Serial Number	Reg. Number	Word Mark	Reg / File Date	Status	Country
1	78559023		AMDS (LOGO)	02/02/05	Pending	US
2	78555967		AMDS CONNECTION	01/28/05	Pending	US
3	78555921		AMDS CONNECT	01/28/05	Pending	US
4	78275345		READ ROVER	07/17/03	Abandoned	US
5	78632887		SMART PIPE	05/19/05	Pending	US
6	78559726		AMDS CONNECT	02/03/05	Pending	US
7	78555947		AMDS CONNECTED	01/28/05	Abandoned	US
8	78275370	2958250	AMDS	05/31/05	Registered	US
9	78275099	3086122	ADVANCED METERING DATA SYSTEMS	04/25/06	Registered	US

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