

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Landis & Gyr Inc.		08/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lloyds TSB Bank plc
Street Address:	Bank House, Wine Street
Internal Address:	Loans Administration Corporate Customer Service
City:	Bristol, England
State/Country:	UNITED KINGDOM
Postal Code:	BS1 2AN
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2210107	ALTIMUS
Registration Number:	2900416	FOCUS
Registration Number:	2096598	MAXSYS
Registration Number:	2105046	PSI METERVIEW
Registration Number:	1491991	
Registration Number:	1525337	PROCESS SYSTEMS
Serial Number:	76554461	ADVANCED DATA INFRASTRUCTURE

CORRESPONDENCE DATA

Fax Number: (212)610-6399  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2127561181  
 Email: philip.kim@allenovery.com  
 Correspondent Name: Philip D. Kim  
 Address Line 1: 1221 Avenue of the Americas

OP \$190.00 2210107

Address Line 2: Allen & Overy LLP  
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 11002-00555

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Philip D. Kim

Signature: /Philip D. Kim/

Date: 10/31/2006

Total Attachments: 3  
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**SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)**

**WHEREAS**, Landis + Gyr Inc., a Delaware corporation (herein referred to as "**Grantor**"), having an address at 2800 Duncan Road Lafayette, IN 47904 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS**, Grantor has entered into a Security and Pledge Agreement dated as of August 3, 2006 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Secured Party; and

**WHEREAS**, pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is Loans Administration, Corporate Customer Services, Bank House, Wine Street, Bristol BS1 2AN, United Kingdom, England.

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement to be duly executed as of Oct. 24, 2006.

**Landis+Gyr Inc.**

By: Ellie A Doyle

Name: Ellie Doyle

Title: VP & General Counsel

**SCHEDULE A TO THE SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)**

**Registered U.S. Trademarks**

<b>Mark</b>	<b>Reg. Number</b>
Title: ALTIMUS	Reg. #: 2210107
Title: FOCUS	Reg. #: 2900416
Title: MAXSYS	Reg. #: 2096598
Title: PSI METerview	Reg. #: 2105046
Title: CIRCULAR LOGO	Reg. #: 1491991
Title: PROCESS SYSTEMS	Reg. #: 1525337

**Pending U.S. Trademarks**

<b>Mark</b>	<b>Application Number</b>
Title: ADVANCED DATA INFRASTRUCTURE	App. #: 76/554461