

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ltron, Inc.		04/18/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	601 West First Avenue
Internal Address:	Suite 900
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2847155	"A SOLID STATE OF MIND"
Registration Number:	1485971	ACCUREAD
Registration Number:	3104587	ADAPTA-LINK
Registration Number:	2438984	CENTRON
Registration Number:	3133775	CONSERVATION STATION
Registration Number:	1453970	DATA STAR
Registration Number:	1453971	DATA STAR
Registration Number:	1578693	DATACOMMAND
Registration Number:	3009291	ENDPOINT-LINK
Registration Number:	2703611	EMETRIX
Registration Number:	3114779	ENDPOINT-LINK
Registration Number:	3180306	ENDPOINT-LINK PRO
Registration Number:	2473054	ENERGYALERT

CH \$1390.00 2847155

Registration Number:	2522885	ENERGYSCAN
Registration Number:	1468865	ENSCAN
Registration Number:	1488241	ERT
Registration Number:	2611840	ESHAPES
Registration Number:	3048311	FIELD-PRO
Registration Number:	1468094	FTEST
Registration Number:	1736173	FULCRUM
Registration Number:	1519639	ITRON
Registration Number:	1534229	ITRON
Registration Number:	1534650	ITRON
Registration Number:	1921754	ITRON
Registration Number:	3206568	ITRON
Registration Number:	3206569	ITRON
Registration Number:	2700984	ITRON
Registration Number:	1610462	ITRON
Registration Number:	1620876	ITRON
Registration Number:	2832366	KNOWLEDGE TO SHAPE YOUR FUTURE
Registration Number:	2516451	METRIXND
Registration Number:	2413456	MINI-MASTER
Registration Number:	2735163	MV-90
Registration Number:	2791828	MV-RS
Registration Number:	2408526	MYBUILDING.COM
Registration Number:	2569634	ND AUTO
Registration Number:	2960682	NVANTA
Registration Number:	2960683	NVANTA
Registration Number:	2990186	NVANTA
Registration Number:	1762009	PC-PRO
Registration Number:	1929925	PC-PRO+
Registration Number:	2494310	POWER TO PERFORM
Registration Number:	2500181	POWER TO PERFORM
Registration Number:	2533939	PROFORM
Registration Number:	1732595	PRO-READ
Registration Number:	1725344	QUANTUM
Registration Number:	1475781	READONE
Registration Number:	1392232	SANGAMO

Registration Number:	2742864	SENTINEL
Registration Number:	3088235	SERVICE-LINK
Registration Number:	3124184	SERVICE-LINK
Registration Number:	2366925	SILICON ENERGY
Registration Number:	2402546	
Registration Number:	2750389	SITEPRO
Serial Number:	78778079	ENDPOINT-LINK PRO

CORRESPONDENCE DATA

Fax Number: (888)329-3382
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-470-4524
Email: thu@skadden.com
Correspondent Name: Teresa Hu
Address Line 1: 525 University Avenue
Address Line 2: 09-104
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	698510/135
NAME OF SUBMITTER:	Teresa Hu
Signature:	/th/ Teresa Hu
Date:	04/25/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2007 (this "Trademark Security Agreement"), by ITRON, INC., (the "Pledgor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time:

- (a) all Trademarks of the Pledgor, including, without limitation, the Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Recordation. The Pledgor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to

the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ITRON, INC.

By: 

Name: Steven M. Helmbrecht
Title: Senior Vice President and
Chief Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Trademark Security Agreement]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ITRON, INC.

By: _____

Name: Steven M. Helmbrecht
Title: Senior Vice President and
Chief Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: Tony Best
Title: V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

Owner	Reg. No.	Trademark
Itron, Inc.	2,847,155	A SOLID STATE OF MIND
Itron, Inc.	1,485,971	ACCUREAD
Itron, Inc.	3,104,587	ADAPTA-LINK
Itron, Inc.	2,438,984	CENTRON
Itron, Inc.	3,133,775	CONSERVATION STATION
Itron, Inc.	1,453,970	DATA STAR
Itron, Inc.	1,453,971	DATA STAR
Itron, Inc.	1,578,693	DATACOMMAND
Itron, Inc.	3,009,291	ENDPOINT-LINK
Itron, Inc.	2,703,611	EMÉTRIX and Design
Itron, Inc.	3,114,779	ENDPOINT-LINK
Itron, Inc.	3,180,306	ENDPOINT-LINK PRO
Itron, Inc.	2,473,054	ENERGYALERT
Itron, Inc.	2,522,885	ENERGYSCAN
Itron, Inc.	1,468,865	ENSCAN
Itron, Inc.	1,488,241	ERT
Itron, Inc.	2,611,840	ESHAPES and Design
Itron, Inc.	3,048,311	FIELD-PRO
Itron, Inc.	1,468,094	FTEST
Itron, Inc.	1,736,173	FULCRUM
Itron, Inc.	1,519,639	ITRON
Itron, Inc.	1,534,229	ITRON
Itron, Inc.	1,534,650	ITRON
Itron, Inc.	1,921,754	ITRON
Itron, Inc.	3,206,568	ITRON
Itron, Inc.	3,206,569	ITRON
Itron, Inc.	2,700,984	ITRON & Design
Itron, Inc.	1,610,462	ITRON (Stylized)
Itron, Inc.	1,620,876	ITRON (Stylized)
Itron, Inc.	2,832,366	KNOWLEDGE TO SHAPE YOUR FUTURE
Itron, Inc.	2,516,451	METRIXND and Design
Itron, Inc.	2,413,456	MINI-MASTER
Itron, Inc.	2,735,163	MV-90
Itron, Inc.	2,791,828	MV-RS
Itron, Inc.	2,408,526	MYBUILDING.COM

Owner	Reg. No.	Trademark
Itron, Inc.	2,569,634	ND AUTO and Design
Itron, Inc.	2,960,682	NVANTA
Itron, Inc.	2,960,683	NVANTA
Itron, Inc.	2,990,186	NVANTA
Itron, Inc.	1,762,009	PC-PRO
Itron, Inc.	1,929,925	PC-PRO+
Itron, Inc.	2,494,310	POWER TO PERFORM
Itron, Inc.	2,500,181	POWER TO PERFORM
Itron, Inc.	2,533,939	PROFORM and Design
Itron, Inc.	1,732,595	PRO-READ
Itron, Inc.	1,725,344	QUANTUM
Itron, Inc.	1,475,781	READONE
Itron, Inc.	1,392,232	SANGAMO
Itron, Inc.	2,742,864	SENTINEL
Itron, Inc.	3,088,235	SERVICE-LINK
Itron, Inc.	3,124,184	SERVICE-LINK
Itron, Inc.	2,366,925	SILICON ENERGY
Itron, Inc.	2,402,546	SILICON ENERGY LOGO (Design)
Itron, Inc.	2,750,389	SITEPRO

U.S. Trademark Applications:

Owner	Application No.	Trademark
Itron, Inc.	78/778,079	ENDPOINT-LINK PRO