

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination of Non-Exclusive License Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Banc of America Leasing & Capital LLC | FORMERLY Successor by Merger to Security Pacific Leasing Corporation | 04/17/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ltron, Inc. | | |
| Street Address: | 2111 N. Molter Road | | |
| City: | Liberty Lake | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 99019 | | |
| Entity Type: | CORPORATION: WASHINGTON | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1475781 | READONE | |
| Registration Number: | 1578693 | DATACOMMAND | |
| Registration Number: | 1488241 | ERT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (206)359-9000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 206-359-8000 | | |
| Email: | pctrademarks@perkinscoie.com | | |
| Correspondent Name: | Grace Han Stanton of Perkins Coie LLP | | |
| Address Line 1: | 1201 Third Avenue, Suite 4800 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 10145-4000 | | |
| NAME OF SUBMITTER: | Grace Han Stanton | | |

CH \$90.00 1475781

| | |
|---|---------------------|
| Signature: | /Grace Han Stanton/ |
| Date: | 04/26/2007 |
| <p>Total Attachments: 12</p> <p>source=Itron_ReleaseAgreement#page1.tif source=Itron_ReleaseAgreement#page2.tif source=Itron_ReleaseAgreement#page3.tif source=Itron_ReleaseAgreement#page4.tif source=Itron_ReleaseAgreement#page5.tif source=Itron_ReleaseAgreement#page6.tif source=Itron_ReleaseAgreement#page7.tif source=Itron_ReleaseAgreement#page8.tif source=Itron_ReleaseAgreement#page9.tif source=Itron_ReleaseAgreement#page10.tif source=Itron_ReleaseAgreement#page11.tif source=Itron_ReleaseAgreement#page12.tif</p> | |

**FULL RELEASE AND RECONVEYANCE OF SECURITY
INTERESTS AND TERMINATION OF NON-EXCLUSIVE LICENSE
AGREEMENT**

This Full Release and Reconveyance of Security Interests and Termination of Non-Exclusive License Agreement is granted by BANC OF AMERICA LEASING & CAPITAL LLC, a Delaware limited liability company, (successor by merger to SECURITY PACIFIC LEASING CORPORATION), (hereinafter, "Secured Party"), having a place of business at 2059 Northlake Pkwy, 4th Floor, Tucker, GA 30084, in favor of ITRON, INC., a Washington corporation (hereinafter "Itron"), having a place of business at 2111 N Molter Road, Liberty Lake, WA 99019.

WHEREAS, Itron's former subsidiary ITRON CONNECTICUT FINANCE, INC., a Delaware corporation ("ICF"), was merged into Itron through a series of mergers (the "Merger");

WHEREAS, prior to the Merger, ICF granted to SECURITY PACIFIC LEASING CORPORATION ("SPL") a security interest in the trademarks and service marks listed on the attached Schedule A and registrations and applications therefore identified in Schedule A (hereinafter collectively referred to as the "Trademark Collateral") under that certain Patent and Trademark Security Memorandum dated May 7, 1997, recorded with the U.S. Patent and Trademark Office on May 21, 1997 at Reel/Frame No. 1587/297 (trademarks);

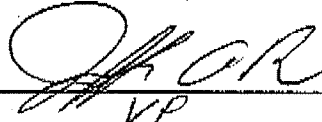
WHEREAS, prior to the Merger, Itron and SPL entered into a Non-Exclusive License Agreement dated June 27, 1997, wherein Itron granted to SPL a nonexclusive, royalty free license in and to certain copyrights and trademarks attached as Schedule B, recorded with the U.S. Patent and Trademark Office on July 11, 1997 at Reel/Frame No. 1607/291 (the "License Agreement").

NOW, THEREFORE, in consideration of the fulfillment of certain covenants made by ICF and Itron, and having full authority to do so: (i) the Secured Party hereby forever releases and discharges the security interest granted in the Trademark Collateral identified in Schedule A attached hereto and reconveys to Itron, to the extent of its interest therein, the Trademark Collateral, without recourse, and (ii) the Secured Party and Itron hereby terminate the License Agreement.

EXECUTED at TUCKER, GA as of this 17th day of April, 2007.

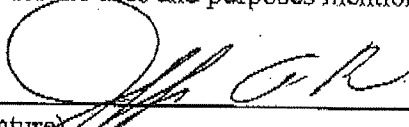
BANC OF AMERICA LEASING & CAPITAL LLC

By _____
Title _____


VP Group Operations Manager

STATE OF GA)
) ss.
COUNTY OF Henry)


I certify that I know or have satisfactory evidence that Jeffery A. Ross is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a VP Group Operations Manager of BANC OF AMERICA LEASING & CAPITAL, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



(signature)
JEFFERY A. ROSS

(print name) VP Group Operations Manager

NOTARY PUBLIC in and for the State of,
GA residing at Stockbridge, GA
My Commission Expires: Oct 24 2010


ANGELA MCFALLS
NOTARY PUBLIC
Henry County
State of Georgia
My Comm. Expires Oct. 24, 2010

SCHEDULE A

Trademark Collateral

| Trademark | Application or Registration Number |
|------------------|---|
| READONE | 1475781 |
| DATACOMMAND | 1578693 |
| ERT | 1488241 |

SCHEDULE B

Non-Exclusive License Agreement

NONEXCLUSIVE LICENSE AGREEMENT

THIS NONEXCLUSIVE LICENSE AGREEMENT (this "Agreement"), dated as of June 27 1997, is made by ITRON, INC., a Washington corporation ("Licensor") in favor of SECURITY PACIFIC LEASING CORPORATION, a Delaware corporation (together with its successors permitted assignees "Licensee").

RECITALS

Licensor has executed and delivered in favor of Licensee that certain Performance Guaranty and Keep Well Agreement dated as of May 7, 1997 ("the Guaranty") in connection with that Term Loan Agreement of even date (the "Loan Agreement") between Licensee and Itron Connecticut Finance, Inc., a Delaware corporation. Pursuant to the Guaranty, Licensor has, among other things, granted to Licensee a nonexclusive licence in certain of Licensor's intellectual property assets.

Licensor and Licensee are entering into this Agreement as further evidence of Licensor's nonexclusive license to Licensee of the copyrights listed on Exhibit A hereto (the "Copyrights") and the trademarks listed on Exhibit B hereto and all related goodwill (the "Trademarks").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Licensor hereby acknowledges, Licensor hereby agrees in favor of Licensee as follows:

1. Definitions: Term.

(a) Except as otherwise defined in this Agreement, all capitalized terms used herein have the respective meanings assigned to them in the Guaranty, which is incorporated herein in its entirety by this reference.

(b) The License granted herein shall continue until indefeasible repayment in full of all amounts due to Licensee under the Loan Agreement, unless the License shall have been transferred to an Assignee, in which case the License shall terminate on December 31, 2008.

2. Intellectual Property License.

(a) Licensor hereby grants to Licensee a nonexclusive, royalty free license (the "License") that is transferrable to any Assignee, subject to such transferee's agreement to be bound by the provisions of Section 12 of the Guaranty, in and to the Copyrights and the

Trademarks, subject to all of the terms, conditions and limitations set forth in Section 12 of the Guaranty.

(b) Licensee's rights in and to the Trademarks hereunder are limited as provided in the Guaranty, including Section 12(b) thereof, cannot be separately assigned or transferred by Licensee, and such License is not and shall not be construed as a license separate from the goodwill represented by any such Trademark.

(c) Licensee shall have no liability for any breach of the provisions of Section 12 of the Guaranty (or the License evidenced thereby or hereby) by any Assignee or Back-up Servicer.

3. Representations and Warranties. Licenser makes the following representations and warranties:

(a) This Agreement is within the Licenser's powers, have been duly authorized and executed, and do not conflict with any of its organizational documents.

(b) This Agreement and all other Transaction Documents to which Licenser is a party are the legal, valid and binding agreements of Licenser, enforceable against Licenser in accordance with their respective terms, and any instrument or agreement required hereunder or thereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable.

(c) This Agreement does not conflict with any law, agreement, or obligation by which Licenser is bound.

(d) Licenser is the registered owner of the Copyrights and the Trademarks, which are and shall remain subject to no liens, claims or other encumbrances other than those contemplated by and expressly permitted pursuant to the Transaction Documents, and Licenser is aware of no claims of infringement with respect to any of the Intellectual Property. None of the Copyrights or the Trademarks infringes on the rights or interests of any other Person.

4. Covenants. Licenser agrees that until Borrower has discharged all of its obligations under the Loan Agreement that:

(a) Licenser shall take any action reasonably requested by the Licensee in order (i) to maintain Licensee's first priority, perfected security interest in the Collateral; (ii) to ensure (by conveyance, license or otherwise) that Borrower and any Back-up Servicer appointed by Licensee has all permits, memberships, franchises, contracts, copyrights, licenses, trademarks, trade names, patents, fictitious name rights and sufficient replacement Equipment to perform the obligations of Borrower under the Services Agreement or any other Transaction Document; and (iii) assist Licensee and Borrower in obtaining performance from Utility under the Services Agreement.

(b) Licensor shall maintain the registration with the United States Copyright Office of the Copyrights and the registration with the Patent and Trademark Office (the "PTO") of the Trademarks and maintain its rights with respect thereto. Licensor shall register or cause to be registered with the Copyright Office any additional copyrights (including any derivative works) developed or acquired by Licensor, and shall register or cause to be registered with the PTO any additional trademarks, service marks or trade names used by Licensor or Borrower in the performance of any obligation or duty owing to the Utility, in each instance that are reasonably necessary to provide Licensee with the benefit of its bargain under the Guaranty and the other Transaction Documents, and this License shall automatically apply thereto immediately upon Licensor obtaining any rights therein. Promptly upon such development, acquisition or use, Licensor shall notify Licensee, register with the Copyright Office and the PTO such additional copyrights and trademarks, service marks or trade names, and execute and cause to be executed such amendments to this Agreement and the other Transaction Documents or such additional documents to evidence Licensee's rights and interests therein (as a licensee and a secured party, as applicable) as Licensee may reasonably request.

(c) Promptly after the execution of this Agreement, Licensor shall at its expense cause this Agreement to be filed with the Copyright Office and recorded with the PTO.

5. Costs and Expenses. Licensor agrees to pay all reasonable attorneys' fees, including allocated costs of Licensee's in-house counsel, and all other costs and expenses which may be incurred by Licensee (a) in the enforcement of this Agreement or (b) in the preservation, protection, or enforcement of any rights of Licensee in any case commenced by or against Licensor under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

6. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA (EXCEPT TO THE EXTENT THAT FEDERAL LAW SHALL PREEMPT SUCH LAW AND BE APPLICABLE). THE LICENSOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA AND OF ANY CALIFORNIA STATE COURT SITTING IN SAN FRANCISCO, CALIFORNIA FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE LICENSOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. WAIVER OF JURY TRIAL. THE LICENSOR AND THE LICENSEE HEREBY IRREVOCABLE WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

8. Notices. All notices and communications to be given under this Agreement shall be given or made in writing to the intended recipient at the address specified below, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of a mailed notice, upon receipt, in each case, given or addressed as provided in this Section 8:

Address where notices to
the Licensor are to be sent:

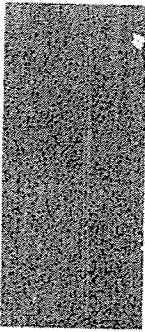
IIRON, INC.
2818 N. Sullivan Road
P.O. Box 15288
Spokane, WA 99216
Attn: David G. Remington

Address where notices to
the Licensee are to be sent:

SECURITY PACIFIC LEASING CORPORATION
555 California Street, 4th Floor
San Francisco, California 94104
Attn: Contracts Administration

9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any controlling body of the law, such shall not in any way affect the validity or enforceability of the remaining provisions hereof and Licensor and the Licensee shall additionally make good faith effort to restructure the agreement to achieve, where possible, the same or a comparable substantive effect to overcome such illegality, unenforceability or invalidity.

10. Relationship to Guaranty. This Agreement supplements the terms and provisions of the Guaranty; ~~provided, however,~~ that in the event that this Agreement imposes any obligation or duty on the Licensor that the Licensor could not perform under the terms of the Guaranty, the terms of the Guaranty shall control and no breach hereunder shall result. This Agreement is one of the Transaction Documents.



IN WITNESS WHEREOF, the Licensor has executed this Agreement as of this 27th day of
June, 1997.

ITRON, INC.

[notarize signature]

By David G. Remington
Typed Name: David G. Remington
Title: Vice President and Chief Financial Officer

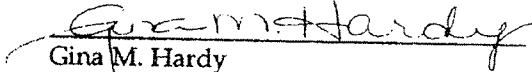
TRADEMARK
REEL: 1607 FRAME: 0296

TRADEMARK
REEL: 003530 FRAME: 0348

State of Washington
County of Spokane

I certify that I know or have satisfactory evidence that David G. Remington is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: June 27, 1997


Gina M. Hardy
Notary Public
My appointment expires 1-4-98

TRADEMARK
REEL: 1607 FRAME: 0297

TRADEMARK
REEL: 003530 FRAME: 0349

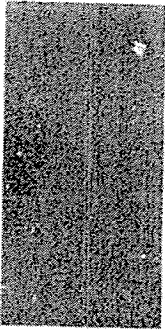


EXHIBIT A

U.S. COPYRIGHT APPLICATIONS

| <u>Copyright</u> | <u>Registration No.</u> | <u>Date of Issue</u> | <u>Title</u> |
|------------------|-------------------------|----------------------|--------------|
| DC Link | Pending | N/A | N/A |
| ReadOne Link | Pending | N/A | N/A |
| Premier Plus 2 | Pending | N/A | N/A |

TRADEMARK
REEL: 1607 FRAME: 0298

TRADEMARK
REEL: 003530 FRAME: 0350

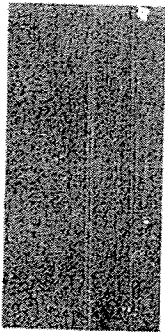


EXHIBIT B

TRADEMARKS

| <u>Registration Date</u> | <u>Registration No.</u> | <u>Application Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|------------------------------|-----------------------------|-----------------------------|-----------------------------|-------------|
| 2/9/88 | 1,475,781 | 6/22/87 | Itron, Inc. | ReadOne |
| 1/23/90 | 1,578,693 | 2/4/88 | Itron, Inc. | DataCommand |
| 5/17/88 | 1,488,241 | 2/22/87 | Itron, Inc. | ERT |

RECORDED: 07/11/1997

TRADEMARK
REEL: 1607 FRAME: 0299

RECORDED: 04/26/2007

TRADEMARK
REEL: 003530 FRAME: 0351