

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
METER READINGS HOLDING, LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
ACLARA TECHNOLOGIES LLC		04/18/2014	LIMITED LIABILITY COMPANY: OHIO
ACLARA INTERNATIONAL LLC		04/18/2014	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3706073	ACLARA
Registration Number:	3706074	ACLARA
Registration Number:	3706075	ACLARA SOFTWARE
Registration Number:	3706076	ACLARA SOFTWARE
Registration Number:	3084763	BILL PRISM
Registration Number:	2340772	
Registration Number:	3706109	CAPTURING DATA. LIBERATING KNOWLEDGE.
Registration Number:	3709494	CAPTURING DATA. LIBERATING KNOWLEDGE.
Registration Number:	2444369	ENERGY VISION
Registration Number:	2760024	ENERGYGRAM
Registration Number:	2604654	ENERGYGRAM
Registration Number:	2554300	ENERGYGUIDE
Registration Number:	2802130	ENERGYPRISM
Serial Number:	85962774	ETWACS
Serial Number:	85663199	IIDEAS
Registration Number:	1766274	IN CONCERT WITH THE ENVIRONMENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4313263	INTELLIGENT COMFORT
Serial Number:	85962741	METRUM CELLULAR
Registration Number:	3781492	UTILIWISE
Registration Number:	3277751	OPTIMUM
Registration Number:	3673468	PROASYS
Registration Number:	3513250	REVENUE VISION
Registration Number:	3706107	
Registration Number:	3706108	
Registration Number:	1845065	STAR
Registration Number:	1068463	TWACS
Registration Number:	2854413	TWACS
Registration Number:	3084456	WIRE VISION

CORRESPONDENCE DATA

Fax Number: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-14002
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/18/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT



This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of this 18th day of April, 2014, by the Grantors listed on the signature pages hereof (each a “**Grantor**” and collectively, jointly and severally, the “**Grantors**”), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”) among **METER READINGS HOLDING, LLC**, a Delaware limited liability company (“**Parent Holdco**”), **ACLARA TECHNOLOGIES LLC**, an Ohio limited liability company (“**Aclara**”), **ACLARA INTERNATIONAL LLC**, a Missouri limited liability company (“**Aclara International**” and, together with each Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each a “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Credit Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **Construction.** Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

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

GRANTOR:

ACLARA TECHNOLOGIES LLC,
an Ohio limited liability company


By: 
Ryne Van Gorp
Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005263 FRAME: 0703

**ACCEPTED AND
ACKNOWLEDGED BY:**

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

W. Reed Paden
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005263 FRAME: 0704




SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks


Client	Attorney	Mark Name	Country	Application #	Applic. Date	Regist. #	Regist. Date	Status
Aclara	Brinks Gilson	ACLARA	US	77/388,834	02/05/08	3,706,073	11/03/09	LIVE
Aclara	Brinks Gilson	ACLARA (Stylized) ACLARA	US	77/388,838	02/05/08	3,706,074	11/03/09	LIVE
Aclara/BG	Brinks Gilson	ACLARA SOFTWARE	US	77/388,842	02/05/08	3,706,075	11/03/09	LIVE
Aclara	Brinks Gilson	ACLARA SOFTWARE (Stylized) ACLARA SOFTWARE	US	77/388,845	02/05/08	3,706,076	11/03/09	LIVE
Aclara	Brinks Gilson	BILL PRISM	US	78/521,384	11/22/04	3,084,763	04/25/06	LIVE

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REEL: 005263 FRAME: 0705



Aclara	Brinks Gilson	Billy Bulblite Design 	US	75/660,195	03/15/99	2,340,772	04/11/00	LIVE
Aclara	Brinks Gilson	CAPTURING DATA, LIBERATING KNOWLEDGE	US	77/398,424	02/15/08	3,706,109	11/03/09	LIVE
Aclara	Brinks Gilson	CAPTURING DATA, LIBERATING KNOWLEDGE	US	77/398,427	02/15/08	3,709,494	11/10/09	LIVE
Aclara	Brinks Gilson	ENERGY VISION and Design 	US	76/014,132	03/31/00	2,444,369	04/17/01	LIVE
Aclara	Brinks Gilson	ENERGYGRAM	US	76/373,867	02/21/02	2,760,024	09/02/03	LIVE
Aclara	Brinks Gilson	ENERGYGRAM	US	76/326,602	10/17/01	2,604,654	08/06/02	LIVE
Aclara	Brinks Gilson	ENERGYGUIDE (Stylized) 	US	76/101,384	08/01/00	2,554,300	03/26/02	LIVE

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Aclara	Brinks Gilson	ENERGYPRISM	US	76/491,574	02/21/03	2,802,130	01/06/04	LIVE
Aclara	Brinks Gilson	ETWACS	US	85/962,774	06/18/13			LIVE PENDING
Aclara	Brinks Gilson	IIDEAS	US	85/663,199	06/27/12			LIVE PENDING
Aclara	Brinks Gilson	IN CONCERT WITH THE ENVIRONMENT and Design 	US	74/144,951	03/06/91	1,766,274	04/20/93	LIVE
Aclara	Brinks Gilson	INTELLIGENT COMFORT	US	77/543,958	08/11/08	4,313,263	04/02/13	LIVE
Aclara	Brinks Gilson	METRUM CELLULAR	US	85/962,741	06/18/13			LIVE PENDING
Aclara	Brinks Gilson	UTILIWISE	US	77/012899	10/3/06	3781492	4/27/10	LIVE
Aclara	Harness Dickey	OPTIMUM	US	78/792722	01/17/06	3277751	08/07/07	LIVE
Aclara	Harness Dickey	PROASYS	US	77/132848	03/16/07	3673468	08/25/09	LIVE

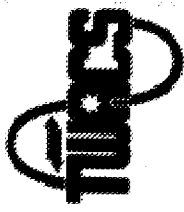
TRADEMARK

REEL: 005263 FRAME: 0707

Aclara	Brinks Gilson	REVENUE VISION	US	77/114,565	02/23/07	3,513,250	10/07/08	LIVE
Aclara	Brinks Gilson	Soft Square Design 	US	77/398,413	02/15/08	3,706,107	11/03/09	LIVE
Aclara	Brinks Gilson	Soft Square Design 	US	77/398,418	02/15/08	3,706,108	11/03/09	LIVE
Aclara	Brinks Gilson	STAR	US	74/323,086	10/19/92	1,845,065	07/12/94	LIVE
Aclara	Polster Lieder	TWACS	US	73/104864	10/29/76	1,068,463	06/28/77	LIVE

TRADEMARK

REEL: 005263 FRAME: 0708

Aclara	Polster Lieder	TWACS & DESIGN 	US	76/352739	12/27/01	2,854,413	06/15/04	LIVE
Aclara	Brinks Gilson	WIRE VISION	US	78/379,552	03/05/04	3,084,456	04/25/06	LIVE