

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

06/12/2015
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ETAS ID: TM344445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Limited Liability Company Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ltron US Gas LLC		01/01/2009	LTD LIABILITY CO: DELAWARE

RECEIVING PARTY DATA

Name:	ltron, Inc.
Street Address:	2111 North Molter Road
Internal Address:	Legal - IP
City:	Liberty Lake
State/Country:	WASHINGTON
Postal Code:	99019
Entlty Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76066964	METRIS

CORRESPONDENCE DATA

Fax Number: 5098913355

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

Phone: 509-991-3888

Email: ltron-IP@ltron.com

Correspondent Name: ltron Inc.

Address Line 1: 2111 North Molter Road

Address Line 2: Legal - IP

Address Line 4: Liberty Lake, WASHINGTON 99019

ATTORNEY DOCKET NUMBER:	METRIS
NAME OF SUBMITTER:	Helen M Hare
SIGNATURE:	/helen m hare/
DATE SIGNED:	06/12/2015

Total Attachments: 7

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LIMITED LIABILITY COMPANY AGREEMENT

OF

ITRON US GAS LLC

THIS AGREEMENT (this "Agreement") is executed by the Member as the sole Member of Itron US Gas LLC, a Delaware limited liability company.

RECITALS

The party to this Agreement intends by this Agreement to define his or her rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities.

ARTICLE 1: DEFINITIONS

1.1 **Scope.** For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article 1.

1.2 **Defined Terms.**

- (a) "Act" means the Delaware Limited Liability Company Act.
- (b) "Agreement" means this agreement, including any amendments.
- (c) "Available Funds," for a Taxable Year, means the Company's gross cash receipts from any source, less the sum of: (1) payments of principal, interest, charges and fees then due pertaining to the Company's indebtedness; (2) expenditures incurred incident to the usual conduct of the Company's business; and (3) amounts reserved to meet the reasonable current and anticipated needs of the Company's business.
- (d) "Certificate" means the Certificate of Formation filed with the Secretary to form the Company as a limited liability company, including any amendments.
- (e) "Code" means the Internal Revenue Code of 1986, as amended.
- (f) "Company" means Itron US Gas LLC and any successor limited liability company.
- (g) "Contribution" means anything of value that a Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.
- (h) "Distribution" means the Company's direct or indirect transfer of money or other property with respect to a Membership Interest, other than (1) issuance of a Membership Interest, (2) issuance of evidence of indebtedness, (3) reasonable compensation for past or

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present services or (4) reasonable payments made in the ordinary course of business pursuant to a bona fide retirement plan or other benefits program.

(i) "Effective Date," with respect to this Agreement, means the date on which the Company's existence as a limited liability company begins, as prescribed by the Act.

(j) "Entity" means an association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a domestic or foreign corporation, nonprofit corporation, limited liability company, general partnership, limited partnership, business trust, association, trust, estate, joint venture, cooperative or governmental unit.

(k) "Member" means an initial Member and any Person who subsequently is admitted as an additional or substitute Member after the Effective Date, in accordance with the provisions of Article 3.1(b).

(l) "Membership Interest" means a Member's percentage interest in the Company, consisting of the Member's right to receive Distributions, participate in the Company's governance, approve the Company's acts, and receive information pertaining to the Company's affairs. The Membership Interests of the initial Members are set forth in Article 3.1(a).

(m) "Person" means a natural person or an Entity.

(n) "Regulations" means proposed, temporary or final regulations promulgated under the Code by the Department of the Treasury, as amended.

(o) "Secretary" means the Delaware Secretary of State.

(p) "Transfer," as a noun, means a transaction by which a Member voluntarily changes or encumbers the ownership of any portion or all of the Member's Membership Interest, including, without limitation, a sale, exchange, assignment, gift, devise, distribution, abandonment, pledge, grant of a security interest or change in ownership through merger, consolidation, conversion or other transformation in the Member's identity or form of business organization. "Transfer," as a verb, means to effectuate a Transfer.

(q) "Transferee" means a Person who acquires a Membership Interest by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with the provisions of this Agreement.

ARTICLE 2: THE COMPANY

2.1 **Status.** The Company is a Delaware limited liability company organized under the Act.

2.2 **Name.** The Company's name is Itron US Gas LLC.

2.3 **Term.** The Company's existence as a limited liability company will commence on the Effective Date and continue until terminated under the Act or this Agreement.

2.4 **Purposes.** The Company's purpose is to engage in any other lawful activity for which a limited liability company may be organized under the Act. The Company may take any action incidental and conducive to the furtherance of those purposes.

2.5 **Principal place of Business and Registered Office and Agent.**

(a) Principal place of Business. The Company's initial principal place of business is located at 2111 North Molter Drive, Liberty Lake, Washington 99019.

(b) Registered Office and Agent. The Company's initial registered office is located at 160 Greentree Drive, Suite 101, Dover, DE, Zip Code 19904 and its initial registered agent at that location is National Registered Agents, Inc.

ARTICLE 3: MEMBER

3.1 **Identification.**

(a) Initial Member. The name, address and Membership Interest of the initial Member are as follows:

Iron, Inc.	100%
2111 N Molter Rd.	
Liberty Lake, WA 99019	

(b) Additional and Substitute Members. The Company may admit additional or substitute Members upon the approval of the Member.

(c) Rights of Additional or Substitute Members. A Person admitted as an additional or substitute Member has all the rights and powers and is subject to all the restrictions and obligations of a Member under this Agreement and the Act.

3.2 **Manner of Acting.** Except as required by the Act, the actions of the Member do not require a meeting and need not be in writing.

3.3 **Indemnification and Advancement of Costs**

(a) Indemnification

(1) Mandatory. To the extent permitted by Delaware law, including the Act, the Company will indemnify a Member for all expenses, losses, liabilities and damages actually incurred in connection with the Member's successful defense of any claim, action or proceeding arising out of or relating to the conduct of the Company's activities.

(2) Permissive. To the extent permitted by Delaware law, including the Act, the Company may, but is not required to, indemnify a Member for all expenses, losses, liabilities and damages actually incurred in connection with the Member's unsuccessful defense of any claim, action or proceeding arising out of or relating to the conduct of the Company's activities.

(b) Advancement of Costs. To the extent permitted by Delaware law, including the Act, the Company may, but is not required to, pay for or reimburse the expenses a

Member actually incurs in connection with a proceeding arising out of or relating to the conduct of the Company's activities in advance of final disposition of the proceeding.

3.4 **Transfer of Membership Interest.** Except as set forth in Section 3.4 **Error! Reference source not found.**, all or any portion of the Member's Membership Interest may be freely transferred.

ARTICLE 4: FINANCE

4.1 **Contribution.**

(a) Initial Member. The initial member contributed cash or other property to the Company prior to its conversion to a limited liability company. Additional Contributions may be made with the approval of the Member.

(b) Contributions Not Interest Bearing. A Member is not entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company.

(c) No Return of Contribution. A Member is not entitled to the return of any Contribution prior to the Company's dissolution and winding up.

4.2 **Distributions.** The Company will distribute Available Funds as determined by the Member.

ARTICLE 5: MANAGEMENT

5.1 **Representative Management.** The Company will be managed by its sole member.

5.2 **Powers and Authority.** The Member has full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers conferred by the Act.

5.3 **Indemnification and Advancement of Costs.**

(a) Indemnification. To the extent permitted by Delaware law, including the Act, the Company will indemnify its Member for all expenses, losses, liabilities and damages the Member actually incurs in connection with the Member's defense of any claim, action or proceeding arising out of or relating to the conduct of the Company's activities.

(b) Advancement of Costs. To the extent permitted by Delaware law, including the Act, the Company may, but is not required to, pay for or reimburse the expenses a Member actually and reasonably incurs in connection with a proceeding arising out of or relating to the Member's conduct of the Company's activities in advance of final disposition of the proceeding.

ARTICLE 6: RECORDS AND ACCOUNTING

6.1 Maintenance of Records.

(a) Required Records. The Company will maintain at its principal place of business such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation:

- (1) a copy of the Certificate;
- (2) a copy of this Agreement and all amendments thereto, and a copy of any prior operating agreements no longer in effect;
- (3) a record of the amount of cash and a description of the value of the other property or services contributed by the Member (including the Member's predecessor in interest, if any), and which the Member has agreed to contribute;
- (4) a copy of the Company's federal, state and local tax returns and reports, if any, for the three most recent years; and
- (5) a copy of any Company financial statements for the three most recent years.

(b) Confidentiality. No current or former Member will disclose any information relating to the Company or its activities to any unauthorized person or use any such information for his or her or any other Person's personal gain or for any other improper purpose.

6.2 Accounting.

(a) Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Member in compliance with the Code.

(b) Taxable Year. The Company's Taxable Year is the Company's annual accounting period, as determined by the Member in compliance the Code.

ARTICLE 7: DISSOLUTION

7.1 Events of Dissolution.

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (1) the vote of the Member to dissolve the Company;
- (2) entry of a decree of judicial dissolution pursuant to the Act; or
- (3) 90 days after the date on which the Company no longer has at least one member, unless at least one new member is admitted within such ninety-day period.

(b) Exclusivity of Events. Unless specifically referred to in this Article 7.1, no event will result in the Company's dissolution.

ARTICLE 8: GENERAL PROVISIONS

8.1 **Resolution of Inconsistencies.** If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Member cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Member upon withdrawal and dissolution will supersede the provisions of the Act relating to the same matters.

8.2 **Provisions Applicable to Transferees.** As the context requires and subject to the restrictions and limitations imposed by Article **Error! Reference source not found.**, the provisions of this Agreement pertaining to the rights and obligations of a Member also govern the rights and obligations of the Member's Transferee.

8.3 **Entire Agreement.** This Agreement and the Articles comprise the entire agreement with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

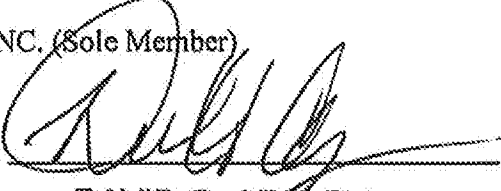
8.4 **General Construction Principles.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

8.5 **Binding Effect.** Subject to the provisions of this Agreement relating to the transferability of Membership Interests and the rights of Transferees, this Agreement is binding on and will inure to the benefit of the Company, the Member and any distributees, successors and assigns.

8.6 **Governing Law.** Delaware law governs the construction and application of the terms of this Agreement.

Signed on the date set forth below, to be effective as of the Effective Date.

ITRON, INC. (Sole Member)

Signature: 

Print Name:

DAVID G. ARKLEY
Chief Financial Officer
Itron North America

Title:

Date:

4/1/09