

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		08/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Aclara Technologies LLC
Street Address:	945 Hornet Drive
City:	Hazelwood
State/Country:	MISSOURI
Postal Code:	63042
Entity Type:	Limited Liability Company: OHIO
Name:	Aclara Meters LLC f/k/a MRH Meters LLC
Street Address:	945 Hornet Drive
City:	Hazelwood
State/Country:	MISSOURI
Postal Code:	63042
Entity Type:	Limited Liability Company: DELAWARE
Name:	Smart Grid Solutions, LLC f/k/a SG Solutions, LLC
Street Address:	945 Hornet Drive
City:	Hazelwood
State/Country:	MISSOURI
Postal Code:	63042
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	77388834	ACLARA
Serial Number:	77388838	ACLARA
Serial Number:	77388842	ACLARA SOFTWARE
Serial Number:	77388845	ACLARA SOFTWARE
Serial Number:	78521384	BILL PRISM
Serial Number:	75660195	
Serial Number:	77398424	CAPTURING DATA. LIBERATING KNOWLEDGE. TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77398427	CAPTURING DATA. LIBERATING KNOWLEDGE.
Serial Number:	76014132	ENERGY VISION
Serial Number:	76373867	ENERGYGRAM
Serial Number:	76326602	ENERGYGRAM
Serial Number:	76101384	ENERGYGUIDE
Serial Number:	76491574	ENERGYPRISM
Serial Number:	85962774	ETWACS
Serial Number:	85663199	IIDEAS
Serial Number:	74144951	IN CONCERT WITH THE ENVIRONMENT
Serial Number:	77543958	INTELLIGENT COMFORT
Serial Number:	85962741	METRUM CELLULAR
Serial Number:	77012899	UTILIWISE
Serial Number:	78792722	OPTIMUM
Serial Number:	77132848	PROASYS
Serial Number:	77114565	REVENUE VISION
Serial Number:	77398413	
Serial Number:	77398418	
Serial Number:	74323086	STAR
Serial Number:	73104864	TWACS
Serial Number:	76352739	TWACS
Serial Number:	78379552	WIRE VISION
Serial Number:	75266056	POWER LEADER
Serial Number:	78297764	SITE GENIE
Serial Number:	77477949	PROFIELD
Serial Number:	85902706	PROFIELDLITE
Serial Number:	86119175	P

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Aveunue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1438

NAME OF SUBMITTER: Scott Kareff (014951-1438)

SIGNATURE:	/kc for sk/
DATE SIGNED:	08/30/2016
Total Attachments: 10 source=Trademark Release for Aclara Technologies LLC and others#page1.tif source=Trademark Release for Aclara Technologies LLC and others#page2.tif source=Trademark Release for Aclara Technologies LLC and others#page3.tif source=Trademark Release for Aclara Technologies LLC and others#page4.tif source=Trademark Release for Aclara Technologies LLC and others#page5.tif source=Trademark Release for Aclara Technologies LLC and others#page6.tif source=Trademark Release for Aclara Technologies LLC and others#page7.tif source=Trademark Release for Aclara Technologies LLC and others#page8.tif source=Trademark Release for Aclara Technologies LLC and others#page9.tif source=Trademark Release for Aclara Technologies LLC and others#page10.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 29, 2016 (the "Effective Date"), is made by CERBERUS BUSINESS FINANCE, LLC, in its capacity as agent for the Lenders (the "Agent"), in favor of each grantor party identified on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to that certain Term Loan and Security Agreement, dated as of March 28, 2014 (as supplemented, amended, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan and Security Agreement") by and 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"), Aclara Meters LLC f/k/a MRH Meters LLC, a Delaware limited liability company ("Aclara Meters"), Smart Grid Solutions, LLC f/k/a SG Solutions, LLC, a Delaware limited liability company ("SG") and Aclara International Holdings, Inc., a Delaware corporation ("Aclara Holdings"), 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.

WHEREAS, pursuant to the Term Loan and Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of March 28, 2014 (the "Aclara Trademark Security Agreement"), a Trademark Security Agreement, dated as of December 21, 2015 (the "Aclara Meters Trademark Security Agreement"), and a Trademark Security Agreement, dated as of March 1, 2016 (the "Smart Grid Trademark Security Agreement"), and, collectively with the Aclara Trademark Security Agreement, the Aclara Meters Trademark Security Agreement and the Term Loan and Security Agreement, the "Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Aclara Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 28, 2014 at Reel/Frame 5249/0725, the Aclara Meters Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 22, 2015 at Reel/Frame 5695/0731, and the Smart Grid Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 1, 2016 at Reel/Frame 5743/0727.

WHEREAS, pursuant to the Security Agreements, the Grantors pledged and granted to the Agent a lien on and security interest in all of their rights, title and interest in and to certain collateral identified in said Security Agreements, including, without limitation the Trademarks set forth on Schedule I hereto (collectively the Trademarks together with all reissues, extensions and reexaminations thereof and amendments thereto, the underlying inventions thereof, all rights of the Grantor(s) accruing under any of the foregoing by applicable law, international treaties and conventions throughout the world, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, the "Released Trademark Collateral"); and

WHEREAS, the Grantor(s) have requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor(s) of any and all right, title and interest the Agent and the Lenders may have in the Released Trademark Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, each of the Grantors and the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements, as applicable.

2. Release of Collateral. The Agent, on behalf of itself and the Lenders and any other secured parties represented by the Agent, and their respective successors, legal representatives and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Trademark Collateral, arising under the Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Further Assurances. The Agent agrees to take any necessary further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, each of the Grantors and the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above:

CERBERUS BUSINESS FINANCE, LLC,
as Agent


By: 

Name: *Daniel Wolf*


Title: *Chief Executive Officer*

GRANTORS:

ACLARA TECHNOLOGIES LLC

By: 
Name: Kurt R. Bruenning
Title: Chief Executive Officer
and Secretary

ACLARA METERS LLC

By: 
Name: Kurt R. Bruenning
Title: Chief Executive Officer
and Secretary

Release of Security Interests in Trademarks



TRADEMARK
REEL: 005869 FRAME: 0386

SCHEDULE I

Trademarks

Release of Trademark Security Agreement recorded March 28, 2014 at Reel/Frame 2549/0725

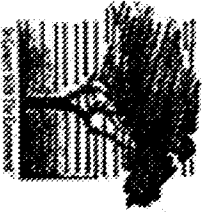
Client	Attorney	Mark Name	Country	Application #	Applic. Date	Regist. #	Regist. Date	Status
Aclara	Brinks Gilson	ACLARA	US	77/388,834	02/05/08	3,706,073	11/03/09	LIVE
Aclara	Brinks Gilson	ACLARA (Stylized)	US	77/388,838	02/05/08	3,706,074	11/03/09	LIVE
		ACLARA						
Aclara/BG	Brinks Gilson	ACLARA SOFTWARE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



Aclara	Brinks Gilson	Billy Bulbrite 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) ENERGY guide	US	76/101,384	08/01/00	2,554,300	03/26/02	LIVE

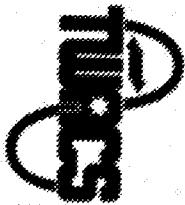
TRADEMARK

REEL: 005869 FRAME: 0388

Aclara	Brinks Gilson	ENERGYPRISM	US	76/491,574	02/21/03	2,802,130	01/06/04	LIVE
Aclara	Brinks Gilson	ETWACCS	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	UTLILWISE	US	77012899	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



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

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

TRADEMARK

REEL: 005869 FRAME: 0391

Release of Trademark Security Agreement recorded December 22, 2015 at Reel/Frame 5695/0731

TRADEMARK	COUNTRY	APPLICATION NO	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NO	CLASS	CLASSES AND GOODS	NEXT RENEWAL DUE
FITZALL	China	3715797	15-Sep-03	14-May-05	3715797	9	9 Meters for electrical utilities for revenues and related softwares.	12-May-25
FITZALL	Mexico	620944	25-Sep-03	26-Nov-03	815304	9	9 Meters for electrical utilities for revenues and related softwares.	25-Sep-23
KV	Mexico	770828	9-Mar-06	27-Mar-06	925999	9	9 Meters, electromechanical meters.	9-Mar-16
KV2C	Mexico	770830	9-Mar-06	28-Apr-06	932682	9	9 Meters, electromechanical meters.	9-Mar-16
POWER LEADER	United States of America	75266056	25-Mar-97	29-Dec-98	2213830	9	9 Computer and communications hardware and computer software for controlling and managing electrical substations and facility distribution systems in utility, commercial and industrial installations in Class	29-Dec-18

DOC ID - 24872442.4

							9.	
POWER LEADER	China		4-Sep-95	7-Apr-97	975748	9	9 Electronic power meters in class 9.	6-Apr-17
SITE GENIE	China	3715796	15-Sep-03	14-May-05	3715796	9	9 Meters for electrical utilities for revenues and related softwares.	12-May-25
SITE GENIE	United States of America	78297764	9-Sep-03	19-Jul-05	2973724	9	9 Meters for electrical utilities for revenues and related software.	19-Jul-25

Release of Trademark Security Agreement recorded March 1, 2016 at Reel/Frame 5743/0727

Trademark	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date
PROFIELD	USA	77/477,949	5/19/2008	3,716,228	11/24/2009
PROFIELDLITE	USA	85/902,706	4/12/2013	4,509,411	04/08/2014
P plus design	USA	86,119,175	11/14/2013	4,555,925	06/24/2014