

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ITRON, INC.		11/30/2023	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	1525 WEST W.T. HARRIS BOULEVARD		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5508833	STREETLIGHT.VISION	
<b>Registration Number:</b>	5612156	MILLI	
<b>Registration Number:</b>	6789387	PC-PRO+	
<b>Registration Number:</b>	6951551	ACTARIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2187631 TM		
<b>NAME OF SUBMITTER:</b>	Elizabeth Estep		
<b>SIGNATURE:</b>	/Elizabeth Estep/		
<b>DATE SIGNED:</b>	11/30/2023		
<b>Total Attachments: 5</b>			

OP \$115.00 5508833

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2023 (this “Trademark Security Agreement”), by ITRON, INC., a Washington corporation located at 2111 North Molter Road, Liberty Lake, Washington 99019 (the “Pledgor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION located at MAC D1109-019, 1525 West W.T. Harris Boulevard, Charlotte, North Carolina 28262, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement referred to below (in such capacities and together with any successors in such capacities, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor and the Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of January 5, 2018 (the “Credit Agreement”);

WHEREAS, as contemplated by the Credit Agreement, the Pledgor is party, amongst others, to that certain Security Agreement, dated as of August 5, 2011, and amended as of June 23, 2015, made in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Administrative 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 Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), a lien on and security interest in all of the rights, titles and interests 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 (the “Trademark Collateral”):

- (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 Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Administrative Agent shall otherwise determine.

SECTION 4. Recordation. The Pledgor hereby authorizes and requests that the United States Patent and Trademark Office Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative 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.

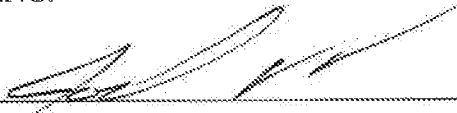
[signature page follows]

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

Very truly yours,

ITRON INC.

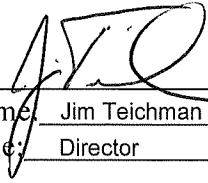
By:

  
Name: Joel Vach  
Title: VP Tax and Corporate Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Jim Teichman  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008274 FRAME: 0116**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Registered Trademarks:

<b>STATUS</b>	<b>COUNTRY NAME</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>	<b>OWNER NAME</b>
Registered	United States (US)	7/3/2018	5508833	STREETLIGHT.VISION	Itron Inc.
Registered	United States (US)	11/20/2018	5612156	MILLI	Itron Inc.
Registered	United States (US)	7/12/2022	6789387	PC-PRO+	Itron Inc.
Registered	United States (US)	1/10/2023	6951551	ACTARIS	Itron Inc.

Trademark Applications:

None.