

03-04-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #6c

03-24-2003

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼

102393627

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Itron, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 3, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as administrative agent

Internal Address: Inland Northwest RCBO

Street Address: 221 N. Wall Street, Suite 310

City: Spokane State: WA Zip: 99201

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/960,800
10/024,977
09/711,752

B. Patent No.(s) 4,614,945
4,733,169

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maggie Toooh

Internal Address: _____

03/24/2003 GTON11 0015490300

Name/Number: 09960800

\$80.00 CR

Street Address: O'Melveny & Myers LLP

1999 Avenue of the Stars

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and patents involved: 46

7. Total fee (37 CFR 3.41).....\$ 1920.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

500639

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maggie Toooh

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/24/2003 GTON11 00000011 09960800

01 FC:8021 SF:499516
02 FC:8023

1840.00 OP
120.00 OP

PATENT
REEL: 013496 FRAME: 0918

PC

ATTACHMENT TO RECORDATION COVER SHEET

PATENTS

ITRON TO WELLS FARGO

Page 1 of 1

REGISTRATIONS

4,786,903
4,799,059
4,876,700
5,056,107
5,086,292
5,130,641
5,381,462
5,410,246
5,442,281
5,448,230
5,475,867
D367,648
5,553,094
5,610,394
5,673,252
5,705,953
5,798,670
5,910,774
5,918,380
5,963,146
6,006,212
6,026,355
6,172,616
6,181,225
6,219,655
6,218,995
6,229,451B1
6,262,685
6,297,708
6,304,838B1
6,321,074
6,333,975
6,373,236
6,373,399
6,417,729

APPLICATIONS

09/911,840
09/920,355
10/283,646
10/054,750
10/076,299
09/920,354

Total Properties: 46

CC1:608444.1

PATENT
REEL: 013496 FRAME: 0919

GRANT OF PATENT SECURITY INTEREST

WHEREAS, ITRON, INC., a Washington corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Itron, Inc., a Washington corporation ("**Company**"), has entered into a Credit Agreement dated as of March 4, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 4, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A attached hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues,

divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ITRON, INC.

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

SF1:499944

S-1

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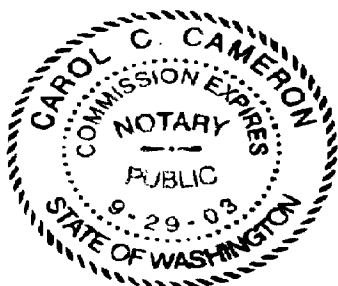
PATENT
REEL: 013496 FRAME: 0922

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

On this 3rd day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Remington, to me known to be the person who signed as VP & CFO of

Oster, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Carol C. Cameron
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My appointment expires: 9/29/03

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Please see attached.

ITRON PATENT REGISTRATIONS

ITRON, INC.	
Patent Number	Description
4,614,945 (US)	Automatic/Remote RF Instrument Reading Method and Apparatus
4,733,169 (US)	Digital Frequency Detector
4,786,903 (US)	Remotely Interrogated Transponder
4,799,059 (US)	Automatic/Remote RF Instrument Monitoring System
4,876,700 (US)	Data Demodulator
5,056,107 (US)	Radio Communication Network for Remote Data Generating Stations
5,086,292 (US)	Tamper Detection Device for Utility Meter
5,130,641 (US)	Eddy Wheel Edge Sensor
5,381,462 (US)	Utility Monitor Communications Systems
5,410,246 (US)	Method for Detection of a Marked Element in Proximity to a Sensor
5,442,281 (US)	"Pulse Initiator Device:" Method and Apparatus for Deriving Power Consumption Information from the Angular Motion of a Rotating Disk in a Watt Hour Meter
5,448,230 (US)	Remote Data Acquisition and Communication System
5,475,867 (US)	Distributed Supervisory Control and Data Acquisition System
D367,648 (US)	Hand-Held Computer Unit
5,553,094 (US)	Radio Communication Network for Remote Data Generating Stations
5,610,394 (US)	Rotation Monitor Disturbance Neutralization System
5,673,252 (US)	Communications Protocol for Remote Data Generating Stations
5,705,953 (US)	Device Bias Based Supplemental Amplification
5,798,670 (US)	Active Filter Circuit
5,910,774 (US)	Sensor for Count and Tamper Detection
5,918,380 (US)	Time-of-Use and Demand Metering in Conditions of Power Outage
5,963,146 (US)	Wide Area Communications Network for Remote Data Generating Stations
6,006,212 (US)	Time-of-Use and Demand Metering in Conditions of Power Outage with a Mobile Node
6,026,355 (US)	Solid State Watt-Hour Using GMR Sensor
6,172,616 (US)	Radio Communication Network for Remote Data Generating Stations

Patent Number	Description
6,181,225 (US)	Laser Tunable Thick Film Microwave Resonator for Printed Circuit Boards
6,219,655 (US)	Time-of-Use and Demand Metering in Conditions of Power Outage with a Mobile Node
6,218,995 (US)	Telemetry Antenna System
6,229,451B1 (US)	Apparatus and Method of Monitoring a Power Transmission Line
6,262,685 (US)	Passive Radiator – Utility
6,297,708 (US)	Temperature Compensated High Performance Oscillator – Utility
6,304,838B1 (US)	Methods of Increasing Power Handling Capability of a Power Line
6,321,074 (US)	Apparatus and Method for Reducing Oscillator Frequency Pulling During AM Modulation
6,333,975 (US)	Method and System for Reading Intelligent Utility Meters
6,373,236 (US)	Temperature Compensated Power Detector
6,373,399 (US)	Wide Are Communications Network for Remote Data Generating Stations
6,417,729 (US)	Linear Power Control Loop

ITRON PATENT APPLICATIONS

ITRON, INC.	
Application Number	Description
09/960,800 (US)	Wide Area Communications Network for Remote Data Generating Stations
10/024,977 (US)	Wide Area Communications Network for Remote Data Generating Stations
09/711,752 (US)	Low Impedance Encoder for a Utility Meter
09/911,840 (US)	Powerful Encoder Transmitter
09/920, 355 (US)	High Receive Sensitivity Transceiver
10/283,646 (US)	Unidirectional Tilt Switch with Inversion Detection
10/054,750 (US)	RF Antenna with Unitary Ground Plane and Surface Mounting Structure (Quarter Wave Antenna)
10/076,299 (US)	Method and System for Calibrating an Oscillator Circuit Using a Network Based Time Reference
09/920,354 (US)	Low Power Dual Protocol Transceiver

PATENT

REEL: 013496 FRAME: 0926

RECORDED: 03/04/2003