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

To the Honorable Commissione... ...ched original documents or copy thereof.

1. Name of conveying party(ies):

Neptune Technology Group Inc.

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 1111 Fannin Street

10th Floor

City: Houston State: Texas Zip: 77002

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other

Execution Date: February 6, 2004

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)

60/423,598

B. Patent No.(s)

[See attached list.]

Additional numbers attached? ☒ Yes ☐ No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and patents involved: 26

7. Total fee (37 CFR 3.41)..............$ 1,040.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

OPR/FINANCE 2004 FEB 24 AM 8:05

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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.

Jay E. Sloman [signature] Feb 17, 2004

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 13

02/25/2004 DBYRNE 00000079 60423598
01 FC:8021 1040.00 OP

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

U.S. PATENTS

Description	Patent No.
TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	5,155,481
DIAL INBOUND METER INTERFACE UNIT WHICH USES TWO ELEMENTS FOR COUPLING TO AND ISOLATING FROM METER	5,815,558
READER/PROGRAMMER FOR TWO AND THREE UTILITY DATA COMMUNICATIONS SYSTEM	5,252,967
TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	5,243,338
FREQUENCY RESPONSIVE APPARATUS FOR READING A METER OVER A TELEPHONE LINE	4,674,113
UTILITY USAGE DATA AND EVENT DATA ACQUISITION SYSTEM	4,707,852
HIGH IMPEDANCE SIGNAL DETECTION DEVICE	4,852,152
BI-DIRECTIONAL SNAP-ACTION REGISTER DISPLAY MECHANISM	5,168,146
TELEPHONE DIAL-INBOUND DATA ACQUISITION SYSTEM WITH DEMAND READING CAPABILITY	5,239,575
FROST-PROOF DRIVE SHAFT FOR WATER	5,251,480

Description	Patent No.
METER	
SELF ACTUATING THROTTLE VALVE	5,257,537
REMOTE METER READING RECEPTACLE FOR PIT LID MOUNTING	5,416,475
RF METER READING SYSTEM	5,451,938
WATER FLOW METER ADAPTER FOR RESIDENTIAL FIRE SERVICE	5,546,801
INTEGRAL WATER FLOW METER AND BACKFLOW PREVENTION ASSEMBLY	5,559,289
DIAL INBOUND METER INTERFACE UNIT WHICH DERIVES POWER FROM TELEPHONE LINE WHEN TELEPHONE IS RINGING	5,982,862
METHOD FOR PREDICTING WATER METER ACCURACY	5,963,880
UTILITY METER PIT LID MOUNTED ANTENNA ASSEMBLY AND METHOD	6,414,605
UTILITY METER PIT LID MOUNTED ANTENNA ASSEMBLY AND METHOD	6,617,976
UTILITY METER TRANSPONDER EXPOSED GROUND LEVEL ANTENNA ASSEMBLY	6,177,883
SELF-POWERED FLUID METER	6,612,188

Description	Patent No.
METHOD AND APPARATUS FOR DETERMINING THE DIRECTION AND RATE OF A ROTATING ELEMENT	6,604,434
METHOD OF INJECTION MOLDING FOR CREATING A FLUID METER HOUSING	6,426,027
SPREAD SPECTRUM FREQUENCY HOPPING SYSTEM AND METHOD	6,377,609
DATA COMMUNICATION METHOD AND THE USE OF THE METHOD IN A SYSTEM FOR REMOTELY READING METERS	6,357,034

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST, dated as of February 6, 2004 is executed by Neptune Technology Group Inc., a Delaware corporation ("Debtor"), in favor of JPMorgan Chase Bank, as Administrative Agent ("Secured Party").

A. Pursuant to a Credit Agreement dated as of December 29, 2003 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") among Roper Industries, Inc. (the "Parent") and certain subsidiaries of the Parent (together with the Parent, the "Borrowers"), the Lenders, the Syndication Agent, the Documentation Agent and the Administrative Agent, each Lender has agreed to extend certain credit facilities to the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement. Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement. Debtor has granted a security interest to Secured Party in certain assets of Debtor to secure Debtor's obligations under the Loan Documents pursuant to a Guarantee and Collateral Agreement dated as of December 29, 2003 between the Borrowers and Secured Party (as amended, modified or supplemented, the "Agreement").

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule completeness or accuracy.

D. Debtor owns the letters patent, and/or applications for letters patent, for the jurisdictions more particularly described on Schedule 1-B annexed hereto as part hereof, which patents are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Patents");

E. Schedule 1-B hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Patents in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, of any addition or change which is necessary to be made to Schedule 1-B in order to maintain such schedule completeness or accuracy.

F. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks and Patents (including any reissue, continuation, continuation-in-part or extension thereof), together with the goodwill of the business symbolized by the Trademarks and Patents (including any reissue, continuation, continuation-in-part or extension thereof), and the applications and registrations thereof, including any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

Secured Party's address is:

JPMorgan Chase Bank
1111 Fannin Street, 10th Floor
Houston, Texas 77002
Attention: Linda Escamilla

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

Neptune Technology Group Inc.

By: _____
Name: Martin Headley
Title: Vice President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

U.S. TRADEMARKS

Country	Mark	Application No.	Registration No.
U.S.	AQUITY	75/836,407	2,565,813
U.S.	ARB	75/404,812	2,238,520
U.S.	ARB & DESIGN	72/276,463	0,857,402
U.S.	CMR	73/424,987	1,309,769
U.S.	CMR-MAX	74/597,793	1,928,249
U.S.	E-CODER	78/215,567	
U.S.	E-CODER & DESIGN	78/215,572	
U.S.	EZ ROUTEMAPS	78/121,739	2,752,965
U.S.	FLOSEARCH	76/220,421	2,703,711
U.S.	MAPS	75/045,939	2,131,702
U.S.	NEPTUNE	72/249,350	835,895
U.S.	NEPTUNE & DESIGN	76/346,254	
U.S.	NEPTUNE WITH TRIDENT	72/100,718	712,827
U.S.	PROTECTUS	78/117,736	2,678,295
U.S.	ROADMAPS	75/617,730	2,496,709
U.S.	ROUTEMAPS	75/559,137	2,502,427
U.S.	SEER	75/750,702	2,643,366
U.S.	SINGLE TRIDENT SYMBOL	71/298,654	281,675
U.S.	TRICON	75/839,752	2,433,224
U.S.	TRICON/E	75/853,633	2,400,056
U.S.	TRIDENT	71/063,902	88,799
U.S.	TRISEAL	72/189,094	781,354
U.S.	TRU/FLO	76/220,423	2,627,655
U.S.	TRU/FLO & DESIGN	76/220,422	2,627,654
U.S.	WATER REVENUE SYSTEM	78/215,575	
U.S.	FIELDNET	75/914,974	2,649,992

FOREIGN TRADEMARKS

Country	Mark	Application No.	Registration No.
Argentina	NEPTUNE	2,420,721	1,428,371
Argentina	TRIDENT	2,420,818	1,437,475
Canada	DOUBLE TRIDENT SYMBOL	0,160,770	UCA003101
Canada	E-CODER	1,175,674	
Canada	NEPTUNE & DESIGN	1,123,793	
Canada	NEPTUNE	0,160,773	UCA001954
Canada	SINGLE TRIDENT SYMBOL	0,160,769	UCA003100
Canada	TRIDENT	0,160,772	UCA003102
Canada	WATER REVENUE SYSTEM & DESIGN	1,175,553	
Canada	PROTECTUS	0,234,822	TMA105758
Mexico	E-CODER	614,847	
Mexico	E-CODER	614,849	
Mexico	E-CODER	614,850	
Mexico	NEPTUNE & DESIGN	526,401	
Mexico	NEPTUNE & DESIGN	526,402	
Mexico	WATER REVENUE SYSTEM	614,851	
Mexico	WATER REVENUE SYSTEM	614,852	
Mexico	WATER REVENUE SYSTEM	614,848	

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

U.S. PATENTS

Country	Description	Application No.	Patent No.
U.S.	TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	07/528,391	5,155,481
U.S.	DIAL INBOUND METER INTERFACE UNIT WHICH USES TWO ELEMENTS FOR COUPLING TO AND ISOLATING FROM METER	677,621	5,815,558
U.S.	READER/PROGRAMMER FOR TWO AND THREE UTILITY DATA COMMUNICATIONS SYSTEM	903,203	5,252,967
U.S.	TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	07/903,212	5,243,338
U.S.	FREQUENCY RESPONSIVE APPARATUS FOR READING A METER OVER A TELEPHONE LINE	655,712	4,674,113
U.S.	UTILITY USAGE DATA AND EVENT DATA ACQUISITION SYSTEM	679,627	4,707,852
U.S.	HIGH IMPEDANCE SIGNAL DETECTION DEVICE	07/109,857	4,852,152
U.S.	BI-DIRECTIONAL SNAP-ACTION REGISTER DISPLAY MECHANISM	07/433,864	5,168,146
U.S.	TELEPHONE DIAL-INBOUND DATA ACQUISITION SYSTEM WITH DEMAND READING CAPABILITY	727,171	5,239,575

Country	Description	Application No.	Patent No.
U.S.	FROST-PROOF DRIVE SHAFT FOR WATER METER	892,291	5,251,480
U.S.	SELF ACTUATING THROTTLE VALVE	966,622	5,257,537
U.S.	REMOTE METER READING RECEPTACLE FOR PIT LID MOUNTING	096,201	5,416,475
U.S.	RF METER READING SYSTEM	08/141,840	5,451,938
U.S.	WATER FLOW METER ADAPTER FOR RESIDENTIAL FIRE SERVICE	252,353	5,546,801
U.S.	INTEGRAL WATER FLOW METER AND BACKFLOW PREVENTION ASSEMBLY	252,859	5,559,289
U.S.	DIAL INBOUND METER INTERFACE UNIT WHICH DERIVES POWER FROM TELEPHONE LINE WHEN TELEPHONE IS RINGING	08/677,620	5,982,862
U.S.	METHOD FOR PREDICTING WATER METER ACCURACY	08/841,148	5,963,880
U.S.	UTILITY METER PIT LID MOUNTED ANTENNA ASSEMBLY AND METHOD	09/145,941	6,414,605
U.S.	UTILITY METER PIT LID MOUNTED ANTENNA ASSEMBLY AND METHOD	09/992,222	6,617,976
U.S.	UTILITY METER TRANSPONDER EXPOSED GROUND LEVEL ANTENNA ASSEMBLY	145,940	6,177,883

Country	Description	Application No.	Patent No.
U.S.	SELF-POWERED FLUID METER	09/754,025	6,612,188
U.S.	METHOD AND APPARATUS FOR DETERMINING THE DIRECTION AND RATE OF A ROTATING ELEMENT	09/602,038	6,604,434
U.S.	METHOD OF INJECTION MOLDING FOR CREATING A FLUID METER HOUSING	09/572,467	6,426,027
U.S.	SPREAD SPECTRUM FREQUENCY HOPPING SYSTEM AND METHOD	09/263,900	6,377,609
U.S.	ELECTRONIC CODING SELF POWERED WATER METER	60/423,598	
U.S.	DATA COMMUNICATION METHOD AND THE USE OF THE METHOD IN A SYSTEM FOR REMOTELY READING METERS	09/232,576	6,357,034

FOREIGN PATENTS

Country	Description	Application No.	Patent No.
Canada	TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	2043074	2043074
Japan	TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	JP 03-120821	JP 3122672
Mexico	TWO AND THREE WIRE UTILITY DATA COMMUNICATIONS SYSTEM	MX 25948	182118
Mexico	FROST-PROOF DRIVE SHAFT FOR WATER METER	MX 9303304	182380
Canada	RF METER READING SYSTEM	CA 2134054	2134054
Canada	UTILITY METER PIT LID MOUNTED ANTENNA ASSEMBLY AND METHOD	CA 2273366	
Mexico	UTILITY METER PIT LID MOUNTED ANTENNA ASSEMBLY AND METHOD	996810	
Canada	SELF-POWERED FLUID METER	2,426,596	
Mexico	SELF-POWERED FLUID METER	PA/a/2003/004953	
Canada	METHOD AND APPARATUS FOR DETERMINING THE DIRECTION AND RATE OF A ROTATING ELEMENT	2,409,443	
Mexico	METHOD AND APPARATUS FOR DETERMINING THE DIRECTION AND RATE OF A ROTATING ELEMENT	PA/a/2002/012850	

Country	Description	Application No.	Patent No.
Canada	SPREAD SPECTRUM FREQUENCY HOPPING SYSTEM AND METHOD	CA 2331363	
Canada	INFORMATION COMMUNICATION PROCESS AND APPLICATION OF THE SAID PROCESS TO A SYSTEM FOR THE REMOTE READING OF METERS	CA 2259870	