

10-05-2004

EET

ELSE-0852/E20040170



To The Honorable Commissioner of P:

1. Name of conveying party(ies):

102851853

Attached original documents or copy thereof.

Sean M. Scoggins
First Assignor9/20/04
Date of ExecutionStuart Mills
Second Assignor9/21/04
Date of ExecutionRobert T. Mason
Third Assignor9/20/04
Date of ExecutionAndrew J. Borleske
Fourth Assignor9/20/04
Date of ExecutionKathryn J. Smith
Fifth Assignor9/20/04
Date of ExecutionDileep Rudran
Sixth Assignor9/20/04
Date of ExecutionAdditional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

Name: Elster Electricity, LLC

Street Address: 208 South Rogers Lane

City: Raleigh

State: North Carolina

ZIP: 27610

Additional name(s) & address attached? ☐ YES ☒ NO

3. Nature of Conveyance (check only one):

☒ New Assignment
☐ License Agreement
☐ Change of Name☐ Merger
☐ Security Agreement
☐ Other:

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:

Patent Nos.:

Date application was signed by the first
named executing inventor

Sept. 20, 2004

(Fill-in this date only if assignment is filed
together with a new application)5. Name and address of party to whom correspondence
concerning documents should be mailed:Name: Steven B. Samuels
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-31006. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$40.00
☒ Enclosed
☐ Authorized to be charged to Deposit Account Number
23-30508. Please charge any deficiency or credit any overpayment to
Deposit Account Number 23-3050

DO NOT USE THIS SPACE

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.*Kenneth R. Eiferman/51,647
Name of Person Signing/Reg. No.

Signature

Sept. 24, 2004
DateTotal number of pages including cover sheet, assignment document and additional pages attached thereto: 8

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

10/04/2004 DBYRNE 00000101 10948929

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40.00 OP

PATENT
REEL: 015839 FRAME: 0347

ASSIGNMENT

WHEREAS, we Sean M. Scoggins; Stuart Mills; Robert T. Mason; Andrew J. Borleske; Kathryn J. Smith; and Dileep Rudran, hereinafter referred to as the assignors, residing respectively at 1406 Lyon Street, Raleigh, North Carolina 27608; 1106 Oakgrove Drive, Knifghtdale, North Carolina 27545; 5408 Woodsnipe Drive, Raleigh, North Carolina 27604; 142 Roan Drive, Garner, North Carolina 27529; 3105 E. Folkestone Place, Raleigh, North Carolina 27604 and 408 Burgwin Wright Way, Cary, North Carolina 27519, are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. ELSE-0852, entitled **SYSTEM FOR AUTOMATICALLY ENFORCING A DEMAND RESET IN A FIXED NETWORK OF ELECTRICITY METERS**; and

WHEREAS, Elster Electricity, LLC, hereinafter referred to as the assignee, of 208 South Rogers Lane, Raleigh, North Carolina 27610, a limited liability company organized and existing under the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, including the full right to sue for and collect damages for past violations of provisional rights having arisen from any publication of said application or any continuations, divisions, or renewals of or substitutes for said application. We further assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing,

reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

9/20/2004
Date

Sean M. Scoggins (L.S.)
Sean M. Scoggins

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 20 day of September, year of 2004, before me personally came the above named Sean M. Scoggins to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Debra B. Howell
Notary Public

9/21/04
Date

Stuart D Mills (L.S.)
Stuart Mills

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 20 day of September, year of 2004, before me personally came the above named Stuart Mills to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Debra B. Howell
Notary Public

9/20/2004
Date

Robert T. Mason (L.S.)
Robert T. Mason

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 20 day of September, year of 2004, before me personally came the above named Robert T. Mason to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Debra B. Harwell
Notary Public

9-20-2004
Date

Andrew J. Borleske (L.S.)
Andrew J. Borleske

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 20 day of September, year of 2004, before me personally came the above named Andrew J. Borleske to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Dale B. Hammett
Notary Public

9/20/2004
Date

Kathryn J. Smith (L.S.)
Kathryn J. Smith

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 20 day of September, year of 2004, before me personally came the above named Kathryn J. Smith to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Debra Hamill
Notary Public

09/20/2004
Date

Dileep Rudran (L.S.)

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 20 day of September, year of 2004 before me personally came the above named Dileep Rudran to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Dale P. Howell
Notary Public