

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights (previously recorded at Reel 15487 Frame 0078)
CONVEYING PARTY DATA	
Name	Execution Date
Credit Suisse First Boston, as Administrative Agent	12/22/2005
RECEIVING PARTY DATA	
Name:	Hersey Meters Co.
Street Address:	500 W. Eldorado Street
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62522
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5947152
Patent Number:	D348017
Patent Number:	D348018
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	043235/0058
NAME OF SUBMITTER:	Kirstie Howard

OP \$120.00 5947152

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2005, from Credit Suisse First Boston, a New York corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Hersey Meters Co., a Delaware corporation with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Subsidiary Pledge and Security Agreement, dated as of April 23, 2004, made by the Grantor (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Patent Security Agreement dated as of April 23, 2004, between the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on June 21, 2004, at Reel 015487 and Frame 0078; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Exhibit A hereto). The term "Patents" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.
3. Further Assurances. The Agent, on behalf of itself and its Cayman Islands branch, hereby agrees to duly execute, acknowledge, procure and deliver any further documents

and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Credit Suisse, Cayman Islands Branch
(formerly known as Credit Suisse First Boston,
acting through its Cayman Islands Branch)

By: 
Name: DAVID DODD
Title: VICE PRESIDENT

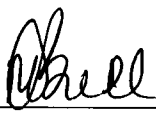
By: 
Name: MIKHAIL FAYBUSOVICH
Title: ASSOCIATE

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 22nd day of DECEMBER 2005 before me personally appeared DAVID DEED & MIKHAIL FAYBUSOVICH to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT & ASSOCIATE of Credit Suisse First Boston, a New York corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse First Boston.

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2007



Notary Public

(Affix Seal Below)

EXHIBIT A

ITEM 4 FROM RECORDATION FORM COVER SHEET
(PATENTS)

Hersey Meters Co.

1	Patent #: <u>5947152</u> Title: CHECK VALVE AND BACKFLOW PREVENTER	Issue Dt: 09/07/1999	Application #: 09009212	Filing Dt: 01/20/1998
2	Patent #: <u>D348017</u> Title: WATER METER REGISTER AND HOUSING	Issue Dt: 06/21/1994	Application #: 29004631	Filing Dt: 02/09/1993
3	Patent #: <u>D348018</u> Title: WATER METER, REGISTER AND HOUSING	Issue Dt: 06/21/1994	Application #: 29006026	Filing Dt: 03/17/1993

Reel/Frame: 015487/0078