

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Andrew J. Borleske	02/08/2006
Kenneth C. Shuey	02/10/2006
Robert T. Mason, Jr.	02/13/2006

RECEIVING PARTY DATA

Name:	ELSTER ELECTRICITY, LLC
Street Address:	208 South Rogers Lane
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27610

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11355548

CORRESPONDENCE DATA

Fax Number: (215)568-3439
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-568-3100
Email: calvo@woodcock.com
Correspondent Name: Woodcock Washburn LLP
Address Line 1: One Liberty Place
Address Line 2: 46th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

ELSE-0970/E20050180

NAME OF SUBMITTER:

Janis Calvo

Total Attachments: 4

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PATENT

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ASSIGNMENT

WHEREAS, we Andrew J. Borleske, Kenneth C. Shuey, and Robert T. Mason, Jr., hereinafter referred to as the assignors, residing respectively at 142 Roan Drive, Garner, North Carolina 27529, 4516 Laid Back Lane, Zebulon, North Carolina 27597, and 5408 Woodsnipe Drive, Raleigh, North Carolina 27604 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-0970/E20050180, entitled **IN-HOME DISPLAY THAT COMMUNICATES WITH A FIXED NETWORK METER READING SYSTEM**; and

WHEREAS, Elster Electricity, LLC, hereinafter referred to as the assignee, of 208 South Rogers Lane, Raleigh, North Carolina 27610, a corporation organized 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,

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(Pending Application;
Application No. Unknown)

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.

We further authorize and direct our attorneys to insert below* the application number and filing date of said application now identified as Case No. **ELSE-0970/E20050180** as soon as the same shall have been made known to them by the United States Patent Office.

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

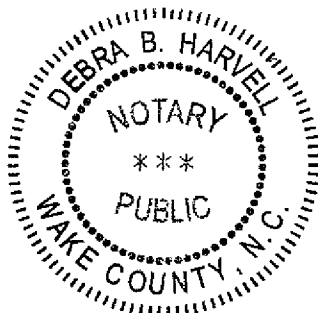
2-3-06
Date

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

STATE OF North Carolina:
COUNTY OF Wake: SS

On this 3 day of February, year of 2006, 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.

Debra B. Harvell
Notary Public



My Commission Expires
8-12-2008

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Joint Inventors
(Pending Application;
Application No. Unknown)

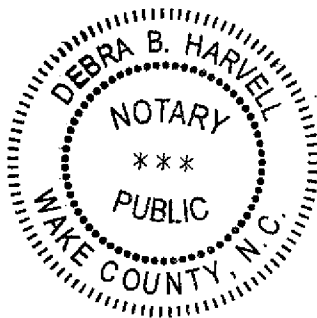
2-10-06
Date

Kenneth C. Shuey (L.S.)
Kenneth C. Shuey

STATE OF North Carolina : SS
COUNTY OF Wake :

On this 10 day of February, year of 2006, before me personally came the above named **Kenneth C. Shuey** 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. Harvell
Notary Public



My Commission Expires
8-12-2008

DOCKET NO.: ELSE-0970/E20050180

PATENT
Joint Inventors
(Pending Application;
Application No. Unknown)

2-13-2006
Date

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

STATE OF North Carolina :
COUNTY OF Wake : SS

On this 13 day of February, year of 2006, before me personally came the above named **Robert T. Mason, Jr.** 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. Harvell
Notary Public

My Commission Expires
8-12-2008



*The above assignment covers Application No. 11/355,548
filed on February 16, year of 2006

The above insertion made by me this 9th day of
March, year of 2006

Steven B. Samuels
of **WOODCOCK WASHBURN LLP**
Name: Steven B. Samuels, Esq.
Registration No. 37,711