

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/01/1999
CONVEYING PARTY DATA	
Name	Execution Date
Innovatec Corporation	10/01/1999
RECEIVING PARTY DATA	
Name:	Innovatec Communications, LLC
Street Address:	101 South 2nd Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53204
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6246677
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-271-6560
Email:	sagigot@michaelbest.com
Correspondent Name:	Stephen A. Gigot
Address Line 1:	100 East Wisconsin Avenue
Address Line 2:	Michael Best & Friedrich LLP
Address Line 4:	Milwaukee, WISCONSIN 53202-4108
ATTORNEY DOCKET NUMBER:	086485-9006-00
NAME OF SUBMITTER:	Stephen A. Gigot
Total Attachments: 17 source=A1748017#page1.tif	

CH \$40.00 6246677

500146898

PATENT
REEL: 018194 FRAME: 0746

source=A1748017#page2.tif
source=A1748017#page3.tif
source=A1748017#page4.tif
source=A1748017#page5.tif
source=A1748017#page6.tif
source=A1748017#page7.tif
source=A1748017#page8.tif
source=A1748017#page9.tif
source=A1748017#page10.tif
source=A1748017#page11.tif
source=A1748017#page12.tif
source=A1748017#page13.tif
source=A1748017#page14.tif
source=A1748017#page15.tif
source=A1748017#page16.tif
source=A1748017#page17.tif

ASSIGNMENT NUNC PRO TUNC

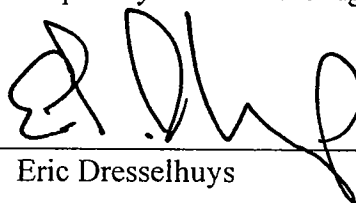
WHEREAS, the Contribution and Subscription Agreement (the "Agreement"), attached hereto as Appendix A, was made on October 1, 1999, by INNOVATEC COMMUNICATIONS LLC, (the "Company"), a Wisconsin limited liability company, and INNOVATEC CORPORATION (the "Member"), a Wisconsin corporation; and

WHEREAS, Company and Member were parties to the Agreement pursuant to which the Company sold certain of its assets to Member.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Member does hereby assign nunc pro tunc unto Company all right, title and interest in and to the properties which are set forth in Paragraph 6 of the Agreement.

The undersigned acknowledges that Company and Member have been dissolved. This Assignment Nunc Pro Tunc is intended only to effect the transfer of certain assets to be transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The undersigned makes no representations or warranties other than those expressly stated in the Agreement.

By:


Eric Dresselhuys

STATE OF WISCONSIN

)

) ss.

COUNTY OF MILWAUKEE

)

On July 14, 2006, before me, Nanci A. Musich, Notary Public, personally appeared Eric Dresselhuys, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public, State of Wisconsin

My commission expires: 12-20-2009

X:\clientb\086485\9006\A1661603.1

EXHIBIT ACONSENT RESOLUTION OF THE DIRECTORS
OF INNOVATEC CORPORATION

The undersigned, being all the directors of INNOVATEC CORPORATION, a Wisconsin corporation (the "Corporation"), adopt the following resolutions in accordance with sections 180.0821 of the Wisconsin Business Corporation Law:

RECITALS

A. In connection with a private offering of equity to investors in Innovatec Communications, LLC, the directors believe it to be in the best interest of the Corporation, as mandated by the LLC private placement memorandum dated August 1, 1999 (the "PPM"), to contribute the assets and assign the liabilities of the Corporation to Innovatec Communications, LLC in consideration of the issuance of certain Innovatec Communications, LLC interests to the Corporation. Such contribution and assignment will be in accordance with the plan described in the PPM which was distributed to the shareholders of the Corporation on or about August 12, 1999.

B. The directors believe it to be in the best interest of the Corporation to ratify the appointment of Arthur Anderson as independent auditor for the Corporation.

RESOLUTIONS

1. The contribution of the assets and the assignment of the liabilities of the Corporation to Innovatec Communications, LLC in consideration of the issuance of Innovatec Communications, LLC membership interests to the Corporation, as described in the private placement memorandum dated August 1, 1999 delivered to each shareholder earlier this year, is approved.

2. The Management Agreement between Innovatec Corporation and Innovatec Communications, LLC, effective as of October 1, 1999, is hereby approved and ratified on behalf of the Corporation in substantially the form reviewed by the Board of Directors as described in the PPM.

3. The Limited Liability Company Operating Agreement of Innovatec Communications, LLC among Innovatec Communications, LLC and its Members, effective as of October 1, 1999, is hereby approved and ratified on

MW\560992WJL:WJL 11/24/1999

behalf of the Corporation in substantially the form reviewed by the Board of Directors as described in the PPM.

4. The Contribution and Subscription Agreement between Innovatec Corporation and Innovatec Communications, LLC, effective as of October 1, 1999, is hereby approved and ratified on behalf of the Corporation in substantially the form reviewed by the Board of Directors as described in the PPM.

5. The appointment of Arthur Anderson as independent auditor for the Corporation is hereby approved.

6. The President or other appropriate officer of the Corporation, either alone or together with the Secretary of the Corporation, is authorized and directed, on behalf of the Corporation, to execute and deliver all documents (including, but not limited to, the Management Agreement, Contribution and Subscription Agreement and Limited Liability Company Operating Agreement of Innovatec Communications, LLC) and to do all other acts and things that may be necessary or appropriate to effect the intent of the foregoing Recitals and Resolutions.

7. All actions taken by the Board of Directors and the officers of the Corporation for, on behalf of and in the name of the Corporation, prior to the effective date of this Consent Resolution, to effect the transactions contemplated by the foregoing Recitals and Resolutions are ratified, confirmed and approved in all respects.

DIRECTORS:


Donn D. Dresselhuys


Eric P. Dresselhuys


Lance Ehrke

12/13/99

CONTRIBUTION AND SUBSCRIPTION AGREEMENT

This Contribution and Subscription Agreement, effective as of October 1, 1999, is by and between INNOVATEC COMMUNICATIONS LLC, a Wisconsin limited liability company (the "Company") and INNOVATEC CORPORATION, a Wisconsin corporation (the "Member").

RECITALS

A. Member owns certain personal and intellectual property and other assets and is party to certain licenses and other contracts used in the business of developing, marketing and selling automated meter reading technology (the "Business").

B. Member desires to subscribe for Membership Interests in the Company and, in consideration thereof, contribute the assets and assign the contracts described above. The Company is willing to issue Membership Interests to Member and assume certain liabilities of Member in consideration of Member's contribution of such assets and assignment of contracts.

AGREEMENTS

In consideration of the recitals and mutual agreements set forth below, Member and Company agree as follows:

1. Subscription of Membership Units. Member hereby subscribes for 5,535,480 Membership Interests of the Company (the "Issued Interests") and agrees to make as its capital contribution therefor, the contribution set forth in this Agreement. The Company hereby accepts the above subscription and agrees to issue the Issued Interests to Member and to credit Member's capital account in the amount of \$22,141,920.

2. Documentation of Subscription. Member shall deliver to the Company such documentation as may be appropriate to evidence transfer of ownership of the Contributed Assets (as defined below) to the Company including, but not limited to, the (a) patent and trademark assignment agreement in the form attached as Exhibit A to this Agreement (the "Patent and Trademark Assignment Agreement"), (b) assignment and assumption agreement in the form attached as Exhibit B to this Agreement (the "Assignment and Assumption Agreement"), and

MW\551247WJL:WJL 12/14/1999

COPY

(c) general bill of sale in the form attached as Exhibit C to this Agreement (the "Bill of Sale"). Upon receipt of such documentation, the Company shall issue to Member a certificate evidencing ownership of the Issued Interests.

3. Contribution of Assets by Member. With the exception of those assets identified in Schedule 1 to this Agreement (the "Excluded Assets"), Member hereby contributes, grants, transfers, assigns and conveys unto the Company, its successors and assigns, all of its right, title and interest in and to all of the assets of Member, whether tangible or intangible, and all goodwill associated therewith (the "Contributed Assets"). The Contributed Assets are transferred as a nontaxable capital contribution in accordance with section 721 of the Internal Revenue Code and will be valued based on the allocations and values which may be mutually agreed upon by Member and the Company.

4. Assumption of Liabilities by Company. The contribution of the Contributed Assets is subject to the assumption by the Company of all liabilities of Member, whether known or unknown, fixed or contingent, matured or unmatured, with the exception of those liabilities listed on Schedule 2 to this Agreement (the "Assumed Liabilities"). The Company hereby agrees to assume and pay such Assumed Liabilities and to hold harmless and indemnify Member therefrom.

5. Representations and Warranties of the Member. Except as set forth in this Agreement, Member, represents and warrants to the Company, and its successors and assigns, that Member is the owner of the Contributed Assets, free and clear of all liens, charges and encumbrances, excepting only any liens, charges and encumbrances that may be imposed directly by the Assumed Liabilities, and that Member has the full right, power and authority to contribute, transfer and otherwise convey the Contributed Assets. Member makes no warranty or representation to the Company with respect to the condition of the Contributed Assets or their suitability for use in the Business.

6. Assignment of Patents and Inventions. Member assigns and contributes to the Company, and the Company assumes, all right, title and interest worldwide in and to the patents, patent applications and patentable inventions owned by Member (except for those included in the Excluded Assets) and in and to any continuations, divisionals, foreign filings, continuations-in-part, extensions or reissuances that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions on which such patents or patent applications are based.

MWSS1247WJL:WJL 12/14/1999

7. Assignment of Trade Secrets. Member assigns and contributes to the Company, and the Company assumes, all of the Member's right, title and interest worldwide in and to all trade secrets, unfiled patent or invention disclosures, confidential information and know-how used in the Business, owned by the Member, except for those included in the Excluded Assets.

8. Assignment of Trademarks. Member assigns and contributes to the Company, and the Company assumes: (i) all right, title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration owned by Member (except for those included in the Excluded Assets) and (ii) all of Member's goodwill associated with any of the aforementioned trademarks; provided, however, that Member retains a perpetual, non-exclusive, royalty free, worldwide license to use such trademarks.

9. Assignment of Copyrights. Member assigns and contributes to the Company, and the Company assumes, all of Member's right, title and interest worldwide in and to any copyrightable works, copyright registrations and applications for copyright registration owned by Member (except for those included in the Excluded Assets) including without limitation all of the exclusive rights listed in 17 U.S.C. § 106 and any copyright renewal terms available for any such registrations, and in and to any copyright registrations that may result from such applications.

10. Assignment of Accrued Enforcement Rights. Member assigns and contributes to the Company, and the Company assumes, any causes of action for infringement of any of the intellectual properties specified in sections 6 through 9 above.

11. Further Assurances. Member shall provide the Company, its successors, assigns or other legal representatives, cooperation and assistance at the Company's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for patents or registration of the intellectual property assigned pursuant to this Agreement; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Agreement; and (3) in the implementation or perfection of the Patent and Trademark Assignment Agreement. Member agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability

MW551247WJL:WJL 12/14/1999

or ownership of the intellectual property assigned by this Agreement and the Patent and Trademark Assignment Agreement.

12. Additional Representations and Warranties. Member represents and warrants that Member has the right and ability to perform fully under the terms of this Agreement, and has not executed, nor will execute, any assignments, licenses, employment agreements, non-competition agreements, grants of security interests, or other agreements that would limit in any way the effectiveness of the transfer described above. The Company hereby represents and warrants that the Company has the right and ability to perform fully under the terms of this Agreement.

13. Approvals and Assignment of Contracts. Member shall use commercially reasonable efforts to obtain necessary consents and approvals from all parties whose consent is required for Member's assignment of rights and Company's assumption of obligations under all licenses, contracts and leases (except for those licenses, contracts and leases listed in Schedule 3 to this Agreement) to which Member is a party and which are material to the operation of the Business (collectively, the "Assumed Contracts"). To the extent that any of the Assumed Contracts are not assignable without the consent of a third party, this Agreement shall, subject to the rights of any such party, constitute an assignment of Member's interest thereof. If such consents and approvals are not obtained within 90 days of the date of this Agreement, Member shall provide, or make arrangements for a third party to provide the Company the benefits of the Assumed Contract, including enforcement at the cost of Member and for the account of the Company of any and all rights of Member against the other person or entity.

14. Miscellaneous. This Agreement may not be modified, amended or supplemented except by mutual written agreement of Company and Member. Either party may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by a party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of this Agreement except by mutual, written consent of Company and Member. The provisions contained in this Agreement are severable. If any provision of this Agreement is determined for any reason to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of the remaining provisions, and the rights and obligations of the parties shall be construed and enforced as though this Agreement

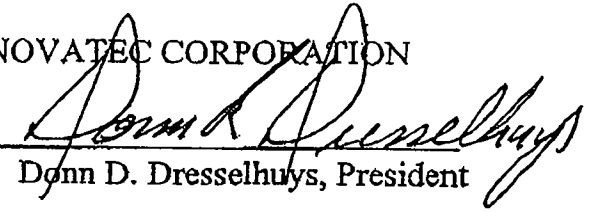
MW\551247WJL:WJL 12/14/1999

did not contain such invalid, illegal or unenforceable provision. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Section headings are solely for the convenience of the reader and are not intended for interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed effective the date and time first above written.

MEMBER:

INNOVATEC CORPORATION

BY 
Donn D. Dresselhuys, President

COMPANY:

INNOVATEC COMMUNICATIONS
LLC

BY INNOVATEC CORPORATION,
MANAGER

BY 
Donn D. Dresselhuys, President

MW551247WJL:WJL 12/14/1999

Schedule 1

Excluded Assets

Books and Records of Innovatec Corporation

MW\551247WJL:WJL 12/14/1999

Schedule 2

Excluded Liabilities

None.

MW\551247WJL:WJL 12/14/1999

Schedule 3

Unassumed Contracts

None.

MW551247WJL:WJL 12/14/1999

1-189 P12/17 U-212

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective as of the date of the last signature below, is between Innovatec, Inc. ("Assignor"), a corporation of the State of Wisconsin and Innovatec Communications, LLC ("Assignee"), a limited liability company of the State of Wisconsin.

RECITALS

A. Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.

B. Assignor desires to assign all its right, title and interest in these properties to Assignee and Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements that follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Trademarks. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule A attached hereto, along with all of the goodwill associated with such trademarks.

2. Assignment of Patents, Patent Applications and Inventions. Assignor hereby assigns and transfers to Assignee, its successors and assigns, Assignor's entire rights, title and interest in and to the patents and/or patent applications, together with the inventions and improvements covered thereby, said patents and patent applications listed in Schedule A, attached hereto. Assignor also hereby assigns and transfers its entire rights, title, and interest in and to any continuation, divisional, renewal, substitute or continuation-in-part application or the equivalent thereof with respect to any said patent application, in and to any patent issued from any said patent application, and in and to any extension, reissue or reexamination patent or the equivalent thereof that may result from any said patent or patent application.

3. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee any causes of action for infringement of

any of the intellectual properties specified in Sections 1 through 2 above that may have accrued prior to the execution date of this Agreement.

4. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense, such assistance including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: in the preparation, prosecution and/or maintenance of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and in the implementation or perfection of this Assignment.

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

For ASSIGNOR:

INNOVATEC CORPORATION

BY

Donn R. Dresselhuys
Donn R. Dresselhuys, President

For ASSIGNEE:

INNOVATEC COMMUNICATIONS,
LLC

BY INNOVATEC CORPORATION,
MANAGER

BY

Donn R. Dresselhuys
Donn R. Dresselhuys, President

State of Wisconsin)

: SS

Waukegan County)

On this 15th day of December, 1999, before me appeared Donn R. Dresselhuys to me personally known, who, being by me duly sworn, did say that he is President of INNOVATEC, INC., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Tanya R. Brager
(Tanya R. Brager)
Notary Public, State of Wisconsin

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated October 1, 1999, by and between INNOVATEC CORPORATION., a Wisconsin corporation (the "Seller") and INNOVATEC COMMUNICATIONS, LLC, a Wisconsin limited liability company (the "Purchaser").

RECITALS

A. Purchaser and Seller are parties to a Contribution Agreement dated October 1, 1999, by and between Seller and Purchaser (the "Contribution Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Contribution Agreement.

B. Pursuant to the Contribution Agreement, Seller is assigning and delivering to Purchaser all of Seller's rights and obligations in and under the Assumed Contracts and Purchaser is assuming such rights and obligations and the Assumed Liabilities of Seller.

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, the parties agree as follows:

1. Seller assigns, sets over and transfers to Purchaser all of Seller's rights, interest and obligations in and under the Assumed Contracts.

2. Purchaser accepts assignment of the Assumed Contracts from Seller and agrees that it shall pay, perform, assume and discharge, as and when due, the Assumed Liabilities.

3. Notwithstanding anything herein to the contrary, the provisions of this Assignment and Assumption Agreement are subject, in all respects, to the terms and conditions of the Contribution Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment and Assumption Agreement as provided in the Contribution Agreement.

MW2\39105WJL:LF 12/14/99

12-21-04 15:20 FROM T-189 P15/17 U-212

GENERAL BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, by this General Bill of Sale made and entered into as of the 1st day of October 1st, 1999, INNOVATEC CORPORATION, a Wisconsin corporation (the "Seller"), for good and valuable consideration to it this day paid by INNOVATEC COMMUNICATIONS, LLC, a Wisconsin limited liability company (the "Purchaser"), the receipt and sufficiency of which consideration is hereby acknowledged by Seller, pursuant to the terms and provisions of a Contribution and Subscription Agreement dated October 1, 1999, by and between Seller and Purchaser (the "Contribution Agreement"), does hereby, bargain, grant, sell, convey, assign, transfer and deliver to Purchaser and its successors and assigns, all of the right, title and interest of Seller in and to the Contributed Assets, as that term is defined in the Purchase Agreement.

TO HAVE AND TO HOLD, the property conveyed hereby unto Purchaser, its successors and assigns, absolutely and unconditionally, and Seller does hereby bind itself, its successors and assigns, to warrant the title to such property to Purchaser and its successors and assigns against every person lawfully making claim thereto.

Seller warrants that it is the owner of the Contributed Assets, has full power and authority to sell the Contributed Assets, and that the Contributed Assets are free from all liens and encumbrances except as set forth in the Contribution Agreement.

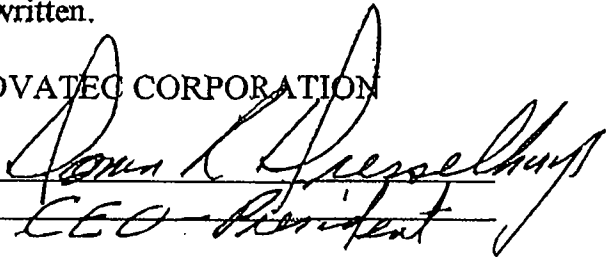
The provisions of this General Bill of Sale are subject, in all respects, to the terms and conditions of the Contribution Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this General Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this General Bill of Sale as of the day, month and year first above written.

INNOVATEC CORPORATION

BY

Its


CEO President

MW\563014WJL:WJL 12/14/1999

INNOVATEC CORPORATION

BY Don K. DusselhuysIts CEO - PresidentINNOVATEC COMMUNICATIONS,
LLCBY Don K. DusselhuysIts CEO - President

MW239105WJL:LF12/14/99

2

SCHEDULE A**Federal Trademark Applications or Registrations**

United States Trademark Office Serial Number 75-260065 filed March 19, 1997
for "INNOVATEC"

United States Patents

5,659,300, filed 9/10/96 for "METER FOR MEASURING VOLUMETRIC
CONSUMPTION OF A COMMODITY"

European Patent Application

EPO 923,742, filed 9/6/96 for "ELECTRONIC ELECTRIC METER FOR
NETWORKED METER READING"

PCT Applications

WO 98/10394, filed 9/4/97 for "AUTOMATIC METER READING DATA
COMMUNICATION SYSTEM"

WO 98/10299, filed 9/4/97 for "ELECTRONIC ELECTRIC METER FOR
NETWORKED METER READING"

MW551375TSF:DMM 12/14/1999