

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Joseph Leonard TURGEON</td> <td>04/29/2010</td> </tr> <tr> <td>Tod Wallace BRADLEY</td> <td>05/05/2010</td> </tr> <tr> <td>John Carlton KELLY</td> <td>05/05/2010</td> </tr> <tr> <td>Brian William KOCHANOWICZ</td> <td>05/05/2010</td> </tr> </tbody> </table>		Name	Execution Date	Joseph Leonard TURGEON	04/29/2010	Tod Wallace BRADLEY	05/05/2010	John Carlton KELLY	05/05/2010	Brian William KOCHANOWICZ	05/05/2010
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Elster American Meter Company</td> </tr> <tr> <td>Street Address:</td> <td>208 S. Rogers Lane</td> </tr> <tr> <td>City:</td> <td>Raleigh</td> </tr> <tr> <td>State/Country:</td> <td>NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>27610</td> </tr> </table>		Name:	Elster American Meter Company	Street Address:	208 S. Rogers Lane	City:	Raleigh	State/Country:	NORTH CAROLINA	Postal Code:	27610
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<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (215)689-4921</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 215-979-1837</p> <p>Email: jsjulianti@duanemorris.com</p> <p>Correspondent Name: DUANE MORRIS LLP - Philadelphia IP DEPAR</p> <p>Address Line 1: 30 SOUTH 17TH STREET</p> <p>Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-4196</p>											
ATTORNEY DOCKET NUMBER:	E8174-00118										
NAME OF SUBMITTER:	Jarrad M. Gunther										
<p>Total Attachments: 4</p> <p>source=executedassign#page1.tif</p>											

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PATENT

E8174-00118

ASSIGNMENT

WHEREAS, we, the undersigned, Joseph Leonard Turgeon, residing at 207 Nouveau Avenue, Raleigh, North Carolina 27615, Brian William Kochanowicz, residing at 1736 North 11<sup>th</sup> Street, Nebraska City, NE 68410, John Carlton Kelly, residing at 2605 South 167<sup>th</sup> Street Avenue Circle, Omaha, NE 68130, and Tod Wallace Bradley, residing at 117 Wheatsbury Drive, Cary, NC 27513, all citizens of the United States (collectively referred to as ASSIGNORS), having invented together, are the exclusive owners of record of certain inventions related to REMOTE SHUT-OFF GAS METER, which claims priority to U.S. Provisional Patent Application Serial Number 61/178,196 filed May 14, 2009 and all of the inventions or improvements disclosed therein.

For valuable consideration received, we, ASSIGNORS, hereby sell, assign and transfer to ELSTER AMERICAN METER COMPANY ("ASSIGNEE") having an address of 208 S. Rogers Lane, Raleigh, North Carolina 27610, and its successors, assigns and legal representatives, our entire right, title and interest, for the United States of America and for all other countries in and to said invention, and all the rights and privileges in said application and under any and all Letters Patent that have been or may be granted therefore, and any divisions, continuations, continuations-in-part, reexaminations, reissues, substitutes, and extensions thereof, and for all applications and Letters Patent in any country claiming priority therefrom.

We agree that, when requested, we will, without charge to said ASSIGNEE, but at its expense, sign all papers, take all rightful oaths, make all rightful declarations, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries, and for vesting title thereto in said ASSIGNEE, its successors, assigns or nominees.

We agree that we will communicate to said ASSIGNEE or its representatives any facts known to us respecting said inventions and, when requested by said ASSIGNEE and at its expense, will testify in any legal proceedings, and generally do everything possible to aid said

ASSIGNEE, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for said inventions in any and all countries.

We authorize and empower said ASSIGNEE, its successors, assigns or nominees, to make application for patent or other form of protection for said inventions in its or their own name, or in our name, in any and all countries, and to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right or priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any Assignment, consent to file or like document, which may be required in any country for any purpose, and more particularly, in proof of the right of the said ASSIGNEE or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

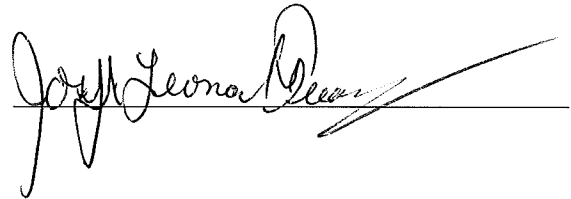
We covenant with ASSIGNEE, its successors, assigns, legal representatives, and nominees, that to the best of our knowledge the right, title, and interest herein conveyed by us, are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, ASSIGNORS hereunto set it hand and seal, intending to be legally bound.

By: Joseph Leonard Turgeon

Date:

4/29/2010



By: Brian William Kochanowicz

Date:

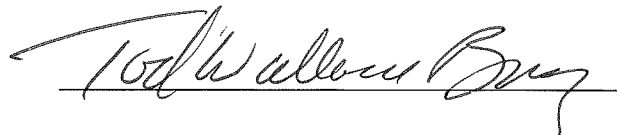
By: John Carlton Kelly

Date:

By: Tod Wallace Bradley

Date:

5/5/2010



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By: Joseph Leonard Turgeon

Date: \_\_\_\_\_

By: Brian William Kochanowicz

Date: May 5, 2010 Brian William Kochanowicz

By: John Carlton Kelly

Date: MAY 5, 2010 John Carlton Kelly

By: Tod Wallace Bradley

Date: \_\_\_\_\_