

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Ronald D. Benson | 01/26/2011 |
| Eric Metzger | 01/26/2011 |
| RECEIVING PARTY DATA | |
| Name: | Badger Meter, Inc. |
| Street Address: | 4545 West Brown Deer Road |
| Internal Address: | P.O. Box 245036 |
| City: | Milwaukee |
| State/Country: | WISCONSIN |
| Postal Code: | 53224-9536 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13017264 |
| CORRESPONDENCE DATA | |
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| ATTORNEY DOCKET NUMBER: | 1834.301 |
| NAME OF SUBMITTER: | Michael J. McGovern |

Total Attachments: 3
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ASSIGNMENT

WHEREAS, We, Ronald D. Benson of Colgate, Wisconsin and Eric Metzger of Milwaukee, Wisconsin have made certain inventions which are described in a patent application for Letters Patent of the United States entitled "**Water Meter With Integral Flow Restriction Valve**", and identified by Attorney Docket No. 1834.301, and

WHEREAS, Badger Meter, Inc. (hereinafter referred to as said Company), a Wisconsin corporation having a place of business at 4545 West Brown Deer Road, P.O. Box 245036, Milwaukee, Wisconsin, 53224-9536 is desirous of acquiring our entire interest in said inventions throughout the United States of America and the territories thereof, for all other countries and under all international agreements,

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, we hereby sell, assign and transfer unto said Company, its successors and assigns, our entire rights, titles and interests throughout the United States of America and the territories thereof, for all foreign countries and under all international agreements in and to said inventions, the aforesaid application, all other applications hereafter filed in the United States, in any other country, or under any international agreement based in whole or in part on said inventions, and all Letters Patents granted upon said applications by the United States, by any other country or under any international agreement, and we do hereby authorize and request the Director of the U.S. Patent and Trademark Office to issue said Letters Patent to said Company. We further grant to said Company, its successors and assigns, the right to claim for any of said applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries or between any other countries.

We hereby warrant that we have the full right to make the conveyance herein and we hereby covenant that we, our heirs, legal representatives and assigns, will when requested, communicate to said Company, its representatives, successors and assigns, all facts known respecting said inventions, execute all divisional, continuing, reissue, reexamination and foreign or international applications, together with individual assignments therefore, make all rightful oaths, sign all lawful papers, testify in any legal proceeding and generally do everything possible to aid said Company, its successors and assigns, in the obtaining of Letters Patent.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seal at the location and on the date indicated with our signatures.

