

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3936344

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PNC BANK, NATIONAL ASSOCIATION	06/24/2016

RECEIVING PARTY DATA

Name:	METER READINGS HOLDING, LLC
Street Address:	945 HORNET DRIVE
City:	HAZELWOOD
State/Country:	MISSOURI
Postal Code:	63042
Name:	ACLARA TECHNOLOGIES LLC
Street Address:	945 HORNET DRIVE
City:	HAZELWOOD
State/Country:	MISSOURI
Postal Code:	63042
Name:	ACLARA INTERNATIONAL LLC
Street Address:	945 HORNET DRIVE
City:	HAZELWOOD
State/Country:	MISSOURI
Postal Code:	63042

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6509841
Patent Number:	6239722
Patent Number:	5986574

CORRESPONDENCE DATA

Fax Number: (314)345-7600

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Email: kbastunas@senniger.com

Correspondent Name: SENNIGER POWERS LLP - MARC VANDER TUIG

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PATENT

Address Line 4:	ST. LOUIS, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	ACLR 6793
NAME OF SUBMITTER:	KELLEY S. BASTUNAS
SIGNATURE:	/kelley bastunas/
DATE SIGNED:	06/27/2016
Total Attachments: 5 source=02946131#page1.tif source=02946131#page2.tif source=02946131#page3.tif source=02946131#page4.tif source=02946131#page5.tif	

RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this "Release"), dated as of June 24 2016 (the "Effective Date"), is made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (the "Agent"), in favor of each grantor party identified on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to that certain Revolving Credit and Security Agreement, dated as of April 18, 2014 (as supplemented, amended, amended and restated, supplemented or otherwise modified from time to time, the "Revolving Credit and Security Agreement") by and among Meter Readings Holding, LLC, a Delaware limited liability company ("Parent Holdco"), Aclara Technologies LLC, an Ohio limited liability company ("Aclara"), Aclara International LLC, a Missouri limited liability company ("Aclara International"), Aclara Meters LLC, a Delaware limited liability company ("Aclara Meters") and Smart Grid Solutions, LLC, a Delaware limited liability company ("SG"), and together with each Person from time to time joined as a party thereto as a "Borrower" in accordance with the terms thereof, and all of their respective permitted successors and assigns, "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent.

WHEREAS, pursuant to the Revolving Credit and Security Agreement, the Grantors executed and delivered a Patent Security Agreement, dated as of April 18, 2014 (the "Patent Security Agreement" and collectively with the Revolving Credit and Security Agreement, the "Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2014 at Recl/Frame 5263/0698;

WHEREAS, pursuant to the Security Agreements, the Grantors pledged and granted to the Agent a lien on and security interest in all of their rights, title and interest in and to certain collateral identified in said Security Agreements, including, without limitation the Patents set forth on Schedule I hereto (collectively, the Patents together with all reissues, extensions and reexaminations thereof and amendments thereto, the underlying inventions thereof, all rights of the Grantor(s) accruing under any of the foregoing by applicable law, international treaties and conventions throughout the world, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, the "Released Patent Collateral");

WHEREAS, the Grantor(s) have requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor(s) of any and all right, title and interest the Agent and the Lenders may have in the Released Patent Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, each of the Grantors and the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements, as applicable.

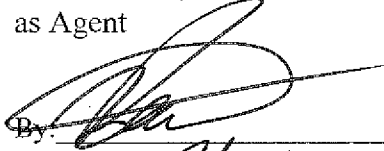
2. Release of Collateral. The Agent, on behalf of itself and the Lenders and any other secured parties represented by the Agent, and their respective successors, legal representative and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Patent Collateral, arising under the Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Patent Collateral under the Patent Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Further Assurances. The Agent agrees to take any necessary further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, each of the Grantors and the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

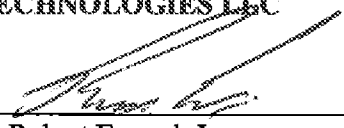


By: _____
Name: *Patrick McConnell*
Title: *SVP*

GRANTORS:

ACLARA TECHNOLOGIES LLC

By: _____



Name: Robert Enyard, Jr.

Title: VP, Patent and Legal Counsel

SCHEDULE I

PATENTS

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Aclara Technologies LLC	USA	System and Method for Communication between Remote Locations	6,509,841	November 1, 2000	January 21, 2003
Aclara Technologies LLC	USA	System and Method for Communication between Remote Locations	5,986,574	October 16, 1997	November 16, 1999
Aclara Technologies LLC	USA	System and Method for Communication between Remote Locations	6,239,722	April 30, 1999	May 29, 2001