

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396761

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aclara Technologies LLC		08/29/2016	Limited Liability Company: OHIO
Aclara Meters LLC		08/29/2016	Limited Liability Company: DELAWARE
Smart Grid Solutions LLC		08/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3706074	ACLARA
Registration Number:	4909924	ACLARA ACE
Serial Number:	87031659	ACLARA
Registration Number:	3706076	ACLARA SOFTWARE
Registration Number:	3706075	ACLARA SOFTWARE
Registration Number:	3706073	ACLARA
Registration Number:	3084763	BILL PRISM
Registration Number:	3709494	CAPTURING DATA. LIBERATING KNOWLEDGE.
Registration Number:	3706109	CAPTURING DATA. LIBERATING KNOWLEDGE.
Registration Number:	2444369	ENERGY VISION
Registration Number:	2604654	ENERGYGRAM
Registration Number:	2554300	ENERGYGUIDE
Registration Number:	2802130	ENERGYPRISM
Registration Number:	4639379	ETWACS

OP \$915.00 3706074

Property Type	Number	Word Mark
Registration Number:	4544048	IIDEAS
Registration Number:	4313263	INTELLIGENT COMFORT
Registration Number:	2340772	
Registration Number:	4661195	METRUM CELLULAR
Registration Number:	3277751	OPTIMUM
Registration Number:	3673468	PROASYS
Registration Number:	3513250	REVENUE VISION
Registration Number:	3706107	
Registration Number:	3706108	
Registration Number:	1845065	STAR
Serial Number:	86728487	SYNERGIZE
Registration Number:	2854413	TWACS
Registration Number:	1068463	TWACS
Registration Number:	3781492	UTILIWISE
Registration Number:	3084456	WIRE VISION
Registration Number:	3027379	XTENSIBLE SOLUTIONS
Registration Number:	2213830	POWER LEADER
Registration Number:	2973724	SITE GENIE
Registration Number:	3716228	PROFIELD
Registration Number:	4509411	PROFIELDLITE
Registration Number:	4555925	P
Registration Number:	4337999	SMART GRID SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/30/2016

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 29, 2016, by ACLARA TECHNOLOGIES LLC, ACLARA METERS LLC and SMART GRID SOLUTIONS LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, “Trademark Collateral”):

(a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto, excluding in each case any “intent-to-use” applications filed with the United States Patent and Trademark Office prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith.;

(b) all Goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 5. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


ACLARA TECHNOLOGIES LLC

By: 

Name: Kurt R. Bruenning

Title: Chief Financial Officer and Secretary

ACLARA METERS LLC

By: 

Name: Kurt R. Bruenning

Title: Chief Financial Officer and Secretary

SMART GRID SOLUTIONS LLC

By: 

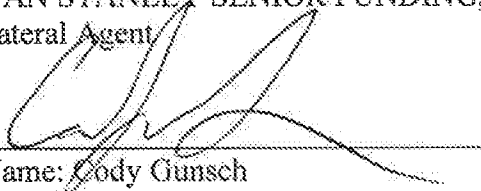
Name: Kurt R. Bruenning

Title: Treasurer

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65 Accepted and Agreed:

66 MORGAN STANLEY SENIOR FUNDING, INC.,
67 as Collateral Agent

68 By: 
69 Name: Cody Gunsch
70 Title: Authorized Signatory

71


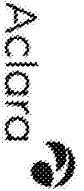

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

See Attached

INTELLECTUAL PROPERTY

(a) ACLARA TECHNOLOGIES LLC

i. Trademarks

Country	Application #	File Date	Registration #	Registration Date	Mark With Image	Classes Combined	Status	Action Name	Current Due Date	Owner Name
UNITED STATES	77/388,838	2/5/2008	3,706,074	11/3/2009	ACLARA (Stylized) 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	86/511,497	1/22/2015	4,909,924	3/1/2016	ACLARA ACE 	35	REGISTERED	AFFIDAVIT OF USE	3/1/2022	Aclara Technologies LLC
UNITED STATES	87/031,659	5/10/2016			ACLARA and Design 	009	PENDING	CONVENTION ENDS	11/10/2016	Aclara Technologies LLC
UNITED STATES	77/388,845	2/5/2008	3,706,076	11/3/2009	ACLARA SOFTWARE (Stylized) 	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	77/388,842	2/5/2008	3,706,075	11/3/2009	ACLARA SOFTWARE	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	77/388,834	2/5/2008	3,706,073	11/3/2009	ACLARA	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	78/521,384	11/22/2004	3,084,763	4/25/2006	BILL PRISM	035	REGISTERED	RENEWAL	6/25/2016	Aclara Technologies LLC


UNITED STATES	77/398,427	2/15/2008	3,709,494	11/10/2009	CAPTURING DATA. LIBERATING KNOWLEDGE.	009	REGISTERED	RENEWAL	11/10/2019	Aclara Technologies LLC
UNITED STATES	77/398,424	2/15/2008	3,706,109	11/3/2009	CAPTURING DATA. LIBERATING KNOWLEDGE.	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	76/014,132	3/31/2000	2,444,369	4/17/2001	ENERGY VISION and Design	009	REGISTERED	RENEWAL	4/17/2021	Aclara Technologies LLC
UNITED STATES	76/326,602	10/17/2001	2,604,654	8/6/2002	ENERGYGRAM	041	REGISTERED	RENEWAL	8/6/2022	Aclara Technologies LLC
CANADA	1145220	6/27/2002	TMA602,840	2/20/2004	ENERGYGRAM	016	REGISTERED	RENEWAL	2/20/2019	NEXUS ENERGY SOFTWARE, INC.



UNITED STATES	76/101,384	8/1/2000	2,554,300	3/26/2002	ENERGYGUIDE (Stylized)	035, 042	REGISTERED	RENEWAL	3/26/2022	Aclara Technologies LLC
UNITED STATES	76/491,574	2/21/2003	2,802,130	1/6/2004	ENERGYPRISM	009	REGISTERED	RENEWAL	1/6/2024	Aclara Technologies LLC
UNITED STATES	85/962,774	6/18/2013	4,639,379	11/18/2014	ETWACS	038, 042	REGISTERED	AFFIDAVIT OF USE	11/18/2020	Aclara Technologies LLC
UNITED STATES	85/663,199	6/27/2012	4,544,048	6/3/2014	IIDEAS	009	REGISTERED	AFFIDAVIT OF USE	6/3/2020	Aclara Technologies LLC
UNITED STATES	77/543,958	8/11/2008	4,313,263	4/2/2013	INTELLIGENT COMFORT	009	REGISTERED	AFFIDAVIT OF USE	4/2/2019	Aclara Technologies LLC
UNITED STATES	75/660,195	3/15/1999	2,340,772	4/11/2000	light bulb design (Billy Bulbrite design)	035	REGISTERED	RENEWAL	4/11/2020	Aclara Technologies LLC
UNITED STATES	85/962,741	6/18/2013	4,661,195	12/23/2014	METRUM CELLULAR	038, 042	REGISTERED	AFFIDAVIT OF USE	12/23/2020	Aclara Technologies LLC



CANADA	1,309,241	7/14/2006	TMA834,656	10/19/2012	OPTIMUM	10	REGISTERED	RENEWAL	10/19/2027	Distribution Control Systems, Inc.
UNITED STATES	78/792,722	1/17/2006	3,277,751	8/7/2007	OPTIMUM	009	REGISTERED	RENEWAL	8/7/2017	Aclara Technologies LLC
UNITED STATES	77/132,848	3/16/2007	3,673,468	8/25/2009	PROASYS	009	REGISTERED	RENEWAL	8/25/2019	Aclara Technologies LLC
UNITED STATES	77/114,565	2/23/2007	3,513,250	10/7/2008	REVENUE VISION	009	REGISTERED	RENEWAL	10/7/2018	Aclara Technologies LLC
UNITED STATES	77/398,413	2/15/2008	3,706,107	11/3/2009	soft square design	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	77/398,418	2/15/2008	3,706,108	11/3/2009	soft square design	009	REGISTERED	RENEWAL	11/3/2019	Aclara Technologies LLC
UNITED STATES	74/323,086	10/19/1992	1,845,065	7/12/1994	STAR	009	REGISTERED	RENEWAL	7/12/2024	Aclara Technologies LLC
CANADA	1262050	6/21/2005	TMA673,185	9/22/2006	STAR	00	REGISTERED	RENEWAL	9/22/2021	Aclara RF Systems Inc.
UNITED STATES	86/728,487	8/18/2015			SYNERGIZE	042	ALLOWED	FILE ITU EXTENSION OR STATEMENT OF USE	9/8/2016	Aclara Technologies LLC

UNITED STATES	76/352,739	12/27/2001	2,854,413	6/15/2004	TWACS and Design	009	REGISTERED	RENEWAL	6/15/2024	Aclara Technologies LLC
UNITED STATES	73/104,864	10/29/1976	1,068,463	6/28/1977	 TWACS	009	REGISTERED	RENEWAL	6/28/2017	Aclara Technologies LLC
UNITED STATES	77/012,899	10/3/2006	3,781,492	4/27/2010	UTILWISE	009	REGISTERED	RENEWAL	4/27/2020	Metrum, LLC
UNITED STATES	78/379,552	3/5/2004	3,084,456	4/25/2006	WIRE VISION	042	REGISTERED	RENEWAL	6/25/2016	Aclara Technologies LLC
UNITED STATES	78/438,661	6/21/2004	3,027,379	12/13/2005	XTENSIBLE SOLUTIONS and Design	042	REGISTERED	RENEWAL	12/13/2025	XTENSIBLE SOLUTIONS, LLC

(b) ACLARA METERS LLC

(ii) Trademarks

TRADEMARK	COUNTRY	APPLICATION NO	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NO	CLASS	OWNER	CLASSES AND GOODS	NEXT RENEWAL DUE
FITZALL	China	3715797	15-Sep-03	14-May-05	3715797	9	General Electric Company	9 Meters for electrical utilities for revenues and related softwares.	12-May-25

FITZALL	Mexico	620944	25-Sep-03	26-Nov-03	815304	9	General Electric Company	9 Meters for electrical utilities for revenues and related softwares.	25-Sep-23
KV	Mexico	770828	9-Mar-06	27-Mar-06	925999	9	General Electric Company	9 Meters, electromechanical meters.	9-Mar-16
KV2C	Mexico	770830	9-Mar-06	28-Apr-06	932682	9	General Electric Company	9 Meters, electromechanical meters.	9-Mar-16
POWER LEADER	United States of America	75266056	25-Mar-97	29-Dec-98	2213830	9	MRH Meters LLC	9 Computer and communications hardware and computer software for controlling and managing electrical substations and facility distribution systems in utility, commercial and industrial installations in Class 9.	29-Dec-18
POWER LEADER	China		4-Sep-95	7-Apr-97	975748	9	General Electric Company	9 Electronic power meters in class 9.	6-Apr-17
SITE GENIE	China	3715796	15-Sep-03	14-May-05	3715796	9	General Electric Company	9 Meters for electrical utilities for revenues and related softwares.	12-May-25
SITE GENIE	United States of America	78297764	9-Sep-03	19-Jul-05	2973724	9	MRH Meters LLC	9 Meters for electrical utilities for revenues and related software.	19-Jul-25

(a) SMART GRID SOLUTIONS LLC

(i) Trademarks

Trademark	Jurisdiction	Owner	Serial Number	Filing Date	Registration Number	Registration Date
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PROFIELD	USA	SG Solutions, LLC	77/477,949	5/19/2008	3,716,228	11/24/2009
PROFIELDLITE	USA	SG Solutions, LLC	85/902,706	4/12/2013	4,509,411	04/08/2014
P plus design	USA	SG Solutions, LLC	86,119,175	11/14/2013	4,555,925	06/24/2014
SMART GRID SOLUTIONS	USA	Smart Grid Products, LLC DBA Smart Grid Solutions	85/723,010	09/07/2012	4,337,999	05/21/2013

TRADEMARK

REEL: 005866 FRAME: 0871

RECORDED: 08/30/2016