

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY & CO. INCORPORATED		01/19/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	CELLNET TECHNOLOGY, INC.
Street Address:	30000 MILL CREEK AVENUE
Internal Address:	SUITE 100
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

Name:	CELLNET INNOVATIONS, INC.
Street Address:	30000 MILL CREEK AVENUE
Internal Address:	SUITE 100
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

Name:	CELLNET TECHNOLOGY MIDWEST, INC.
Street Address:	N16 W23390 STONERIDGE DRIVE
Internal Address:	SUITE E
City:	WAUKESHA
State/Country:	WISCONSIN
Postal Code:	53188
Entity Type:	CORPORATION: DELAWARE

Name:	CELLNET TECHNOLOGY NORTHEAST, INC.

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Street Address:	157 CHURCH STREET
Internal Address:	12TH FLOOR
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2903649	
Registration Number:	1820453	CELLNET
Registration Number:	2818010	
Registration Number:	2877840	MY ENERGYINFO
Registration Number:	1333657	CELLNET
Registration Number:	2815470	UTILITYDATALINK

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Alexandro Padres
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35614/4
NAME OF SUBMITTER:	Alexandro Padres
Signature:	/ALEXANDRO PADRES/
Date:	01/23/2007

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of January 19/07 ("Effective Date") by and between Morgan Stanley & Co. Incorporated, as collateral agent, with an office at 1633 Broadway, 25th Floor, New York, New York 10019 ("Grantee"), and (i) Cellnet Technology, Inc., a Delaware corporation, with an office at 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022, (ii) Cellnet Innovations, Inc., a Delaware corporation, with an office at 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022, (iii) Cellnet Technology Midwest, Inc., a Delaware corporation, with an office at N16 W23390 Stoneridge Drive, Suite E, Waukesha, Wisconsin 53188, and (iv) Cellnet Technology Northeast, Inc., a Delaware corporation, with an address at 157 Church Street, 12th Floor, New Haven, Connecticut 06510 (each individually, a "Grantor" and, collectively, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Intellectual Property Security Agreement by and between Grantors and Grantee dated April 26, 2005 (the "Second Lien IP Security Agreement"), Grantors granted to Grantee a continuing security interest in and to all of Grantors' right, title and interest in and to the Collateral (as defined in the Second Lien IP Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto;

WHEREAS, Grantors and Grantee entered into the Second Lien IP Security Agreement pursuant to the terms and conditions of that certain Second Lien Credit Agreement by and among Grantors, Grantee, Morgan Stanley Senior Funding, Inc., as Administrative Agent, the Lenders party thereto, and certain other agents party thereto, dated April 26, 2005 (the "Second Lien Credit Agreement");

WHEREAS, the Second Lien IP Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on May 3, 2005 at Reel 3077, Frame 0536; and

WHEREAS, Grantors have paid all of their outstanding indebtedness to Grantee.

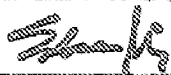
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, upon the payment in full of the outstanding indebtedness to Grantee under the Second Lien Credit Agreement, Grantee hereby terminates the Second Lien IP Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral.

Grantee shall take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, at Grantors' expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any of the Grantors to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY & CO. INCORPORATED



Name: Stephen B. King
Executive Director

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2903649	11/16/2004	Design
1820453	2/8/1994	CELLNET
2818010	2/24/2004	Design
2877840	8/24/2004	MY ENERGYINFO & Design
1333657	4/30/1985	CELLNET
2815470	2/17/2004	UTILITYDATALINK (Design)