

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CELLNET GROUP INC.		01/19/2007	CORPORATION: DELAWARE
CELLNET HOLDING CORP.		01/19/2007	CORPORATION: DELAWARE
CELLNET TECHNOLOGY, INC.		01/19/2007	CORPORATION: DELAWARE
CELLNET TECHNOLOGY MIDWEST, INC.		01/19/2007	CORPORATION: DELAWARE
CELLNET TECHNOLOGY NORTHEAST, INC.		01/19/2007	CORPORATION: DELAWARE
CELLNET INNOVATIONS, INC.		01/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	200 BAY STREET
Internal Address:	SOUTH TOWER, 12TH FLOOR
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	BANK:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2903649	
Registration Number:	1820453	CELLNET
Registration Number:	2818010	
Registration Number:	2877840	MY ENERGYINFO
Registration Number:	2815470	UTILITYDATALINK
Registration Number:	1849034	UTILINET
Serial Number:	78883764	AMI2
Serial Number:	78883841	AMI2

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Serial Number:	78883796	AMI3
Serial Number:	78883780	AMI3
Serial Number:	78883821	AMIN
Serial Number:	78883805	AMIN
Serial Number:	78838986	MAD CITY BROADBAND

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: Daniel Glazer
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35614/4

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Alexandro Padres

Signature: /ALEXANDRO PADRES/

Date: 01/24/2007

Total Attachments: 21

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EXECUTION VERSION

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of January 19, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien IP Security Agreement*"), is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Royal Bank of Canada, as second lien collateral agent (the "*Second Lien Collateral Agent*") for the Second Lien Secured Parties (as defined in the Second Lien Security Agreement referred to below).

WHEREAS, Cellnet Group Inc., a Delaware corporation and the Subsidiary Guarantors have entered into a Second Lien Credit Agreement dated as of January 19, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), with Royal Bank of Canada, as Second Lien Administrative Agent and Second Lien Collateral Agent, the Lenders party thereto and certain other agents party thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Second Lien Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of January 19, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Security Agreement*"), made by the Grantors to the Second Lien Collateral Agent.

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the ratable benefit of the Second Lien Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the ratable benefit of the Second Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that, notwithstanding the foregoing, "**Collateral**" shall not include (A) any rights or interests in any lease, license, agreement or property or assets if under the terms of such lease, license, agreement (or the lease, license or agreement relating to or restricting liens on such property or assets), or applicable law with respect thereto, the assignment or valid grant of a security interest or lien therein to Second Lien Collateral Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to the applicable lease, license, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; *provided* that the foregoing exclusion shall in no way be (i) construed to apply to the extent any such prohibition would be rendered ineffective under the Uniform Commercial Code (including Section 9-406 and 9-408) or other applicable law or principles of equity, (ii) construed as to limit, impair or otherwise affect Second Lien Collateral Agent's unconditional continuing security interests in and liens upon any rights or interests of the Grantors in or to the proceeds thereof, including monies due or to become due under any such lease, license, agreement (including any accounts), or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "**Collateral**" shall include any portion of such lease, license, agreement or property or assets that does not result in such prohibition; and (B) any property subject to a Lien permitted under the Second Lien Credit Agreement which Lien contains a contractual prohibition on creating additional Liens on such property to the extent that the grant of such other Liens on such property (i) would result in a breach or violation of, or constitute a default under, the agreement or instrument governing such Permitted Lien, (ii) would result in a loss of the use of such asset, or (iii) would permit the holder of such Permitted Lien to terminate the Grantor's use of such asset in accordance with the terms of the agreement or instrument governing such Permitted Lien, *provided* that the foregoing exclusion shall in no way be (x) construed to apply to the extent any such prohibition on additional Liens would be rendered ineffective under the Uniform Commercial Code (including Sections 9-406 and 9-408) or other applicable law or principles of equity, (y) construed as to limit, impair or otherwise affect the Second Lien Collateral Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantors in or to the proceeds thereof, or (z) construed to apply at such time as the agreement or instrument containing such prohibition shall be terminated or such prohibition shall no longer be in full force and effect (including any waiver thereof) and, to the extent severable, "**Collateral**" shall include any portion of such property not subject to such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Second Lien IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including, without limitation, any post-petition interest in bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Second Lien IP Security Agreement secures, as to each Grantor, the payment of all amounts that

constitute part of the Second Lien Secured Obligations and that would be owed by such Grantor to any Second Lien Secured Party under the Loan Documents but for the fact that such Second Lien Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the U.S. Registrar of Copyrights, the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks and any other applicable U.S. government officer record this Second Lien IP Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Second Lien IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent of any inconsistency between this Second Lien IP Security Agreement and the Second Lien Security Agreement, the Second Lien Security Agreement shall take precedence.

SECTION 6. Governing Law. This Second Lien IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Second Lien IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CELLNET GROUP INC.

By Elm A. De...

Name:

Title:

Address for Notices:

CELLNET HOLDING CORP.

By Elm A. De...

Name:

Title:

Address for Notices:

30000 Mill Creek Avenue, Suite 100,
Alpharetta, GA 30022,
Attention: [____],
Fax: (678) 258-[____],
E-mail Address: [____]@cellnet.com

CELLNET TECHNOLOGY, INC.

By Elm A. De...

Name:

Title:

Address for Notices:

30000 Mill Creek Avenue, Suite 100,
Alpharetta, GA 30022,
Attention: [____],
Fax: (678) 258-[____],
E-mail Address: [____]@cellnet.com

Schedule A

Patents

U.S. Patents.

<u>Patents No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Title Of Invention</u>
5,014,213	5/7/91	07/183,826	System For Use With Polyphase Utility Meters For Recording Time Of Energy Use
5,377,232	12/27/94	07/818,693	Frequency Synchronized Bi-Directional Radio System
5,604,768	2/18/97	08/361,799	Frequency Synchronized Bi-Directional Radio System
5,661,750	8/26/97	08/473,011	Direct Sequence Spread Spectrum System
5,896,097	4/20/99	611694	System For Utility Meter Communications Using A Single RF Frequency
5,914,673	6/22/99	643191	System For Utility Meter Communications Using A Single RF Frequency
6,047,016	4/4/00	08/880634	Processing A Spread Spectrum Signal In A Frequency Adjustable System
6,100,816	8/8/00	09/008,273	Utility Meter Adapter
6,163,276	12/19/00	09/313,132	System For Remote Data Collection
6,178,197	1/23/01	09/365,108	Frequency Discrimination In A Spread Spectrum Signal Processing System
6,181,258	1/30/01	09/312,928	Receiver Capable Of Parallel Demodulation Of Messages
6,195,018	2/27/01	08/597,724	Metering System
6,263,009	7/17/01	08/881,549	Acquiring A Spread Spectrum Signal
6,288,685	9/11/01	09/150,495	Serrated Slot Antenna
6,373,442	4/16/02	09/378,539	An Antenna For A Parking Meter
6,380,851	4/30/02	09/310,457	Processing Presenting Information Received From A Plurality Of Remote Sensors

<u>Patents No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Title Of Invention</u>
6,401,081	6/4/02	560168	Modular Object-Based Architecture For Extensible Master Station Software
6,424,270	7/23/02	09/183,645	Utility Meter Interface Unit
6,452,986	9/17/02	09/313,125	Detector Tolerant Of Frequency Misalignment
6,456,644	9/24/02	08/880,578	Bandpass Correlation Of A Spread Spectrum Signal
6,477,558	11/5/02	09/313,128	System For Performing Load Management
6,492,910	12/10/02	09/564,233	Metering System
6,628,699	9/30/03	08/880,637	Receiving A Spread Spectrum Signal
6,677,862	1/13/04	09/313,050	Transmitter Tolerant To Crystal Variations
6,741,638	5/24/04	08/880,470	Bandpass Processing Of A Spread Spectrum Signal
6,885,309	4/26/05	09/585819	Meter to Internet Pathway
6,856,257	2/15/05	10/122471	Data Collection and Metering System
7,113,063	9/26/06	10/936,102	Rotation Sensing Device

U.S. Patent Applications.

Application No.	Filing Date	Publication No.	Publication Date	Title Of Invention
10/280,448 (Now Pub. No. 2003 0103486)	10/25/02 6/5/03	US 2003-0103486 A1	06-05-2003	Time Synchronization Using Dynamic Thresholds
10/852,296 Published 0258140-A1	5/24/04	US 2004-0258140 A1	12-23-2004	Bandpass Processing of a Spread Spectrum Signal
10/985,267	11/10/04	US 2005-0083235 A1	04-21-2005	Embedded Antenna Apparatus for Utility Metering Systems
11/110,075	4/20/05			System and Method for Utility Meter Data Collection
11/086,601	3/22/05	US 2005-0162283 A1	07-28-2005	Fixed-Network System for Automatic Meter Reading Having a One-Way Local Area Network
11/104,155	4/12/05			Interactive System For Managing And Remotely Connecting Customer Utility Loads
11/157,097	6/20/05			Systems and Methods for Utility Meter Demand Data Collection
11/287,748	11/28/05			Intelligent Two-Way Telemetry
11/350,629	2/8/06			Methods, Systems And Apparatus For Reducing Real Time Data Traffic In A Multi-Layer Network
11/473,931	6/23/06			Embedded Antenna Apparatus for Utility Metering Applications

Foreign Patents and Patent Applications.

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
United States	6,677,862 Jan 13, 2004		09/313,050 May 17, 1999	0180 - TRANSMITTER TOLERANT TO CRYSTAL VARIATIONS
Australia	775666 11/25/04	50357/00 12/5/00	50357/00 5/17/00	Transmitter Tolerant To Crystal Variations
Canada		2373270 11/23/00	2373270 5/17/00	Transmitter Tolerant To Crystal Variations
Mexico	226626 5/17/05		PA/a/2001/011746	Transmitter Tolerant To Crystal Variations
PCT	PCTUS00013947 5/17/99			Transmitter Tolerant to Crystal Variations
United States	6,856,257 2/15/05		10/122,471 Apr 12, 2002	0370 - DATA COLLECTION AND METERING SYSTEM
Canada			2,482,190 4/11/03	Data Collection And Metering System
EP			37170156 4/11/03	Data Collection And Metering System
Mexico	235475 4/3/06		2004-010011 4/11/03	Data Collection And Metering System
United States	6,741,638 May 25, 2004		08/880,470 Jun 23, 1997	0410 - BANDPASS PROCESSING OF A SPREAD SPECTRUM SIGNAL
Australia	752232 9/12/02		79814/98 6/19/98	Bandpass Processing Of A Spread Spectrum Signal
Canada	Allowed	2294214 12/30/98	2294214 6/19/98	Bandpass Processing Of A Spread Spectrum Signal

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
Mexico			0000194 6/19/98	Bandpass Processing Of A Spread Spectrum Signal
United States	5,604,768 Feb 18, 1997		08/361,799 Dec 21, 1994	0205 - FREQUENCY SYNCHRONIZED BI- DIRECTIONAL RADIO SYSTEM
Canada	2126102 7/29/03		2126102 1/8/93	Frequency Synchronized Bi- directional Radio System
EP	0620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP Austria	248474 9/15/03		EP 939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP Belgium	620959 8/27/03		EP939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
Brazil			PI9810297 6/18/98	Acquiring A Spread Spectrum Signal
EP Denmark	EP 0620959 12/8/03		EP 939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP France	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
EP Germany	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP Greece	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
EP Ireland	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
EP Italy	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
EP Luxembourg	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
EP Monaco	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
EP Netherlands	620959 8/27/03		939028999 1/8/93	Frequency Synchronized Bidirectional Radio System
New Zealand	301446 2/8/00		301446 12/21/05	Frequency Synchronized Bidirectional Radio System
EP Portugal	EP 0620959 1/30/04		EP 939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP Spain	EP 0620959 1/30/04		EP 939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP Sweden	EP 0620959 1/30/04		EP 939028999 1/8/93	Frequency Synchronized Bi- directional Radio System
EP/Switzerland	93902899.9 8/27/03		EP939028999 1/1/93	Frequency Synchronized Bi- directional Radio System
EP United Kingdom	EP 0620959 1/30/04		EP 939028999 1/8/93	Frequency Synchronized Bi- directional Radio System

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
United Kingdom	804833 3/17/04		959445107 12/21/95	Frequency Synchronized Bidirectional Radio System
Australia	692058 5/28/98		46873/96 12/21/95	Frequency Synchronized Bi- directional Radio System
Canada	2208460 11/2/2004	2208460 6/27/96	2208460 12/21/95	Frequency Synchronized Bi- directional Radio System
EP	0804833 3/17/04		959445107 12/21/95	Frequency Synchronized Bi- directional Radio System
EP Germany	69532722 4/22/04		69532722 12/21/95	Frequency Synchronized Bi- directional Radio System
New Zealand	337741 6/6/01		337741 12/21/95	Decoding Apparatus With Threshold Adjustment for Frequency Synchronized Bi- directional Radio System
Mexico	197477 7/11/00		974596 12/21/95	Frequency Synchronized Bi- directional Radio System
PCT			PCTUS9516682 12/24/95	Frequency Synchronized Bidirectional Radio System
Singapore	42540		9702656-1	Frequency Synchronized Bi- directional Radio System
United States	6,047,016 4/4/06		08/880,634 6/23/97	0250 - PROCESSING A SPREAD SPECTRUM SIGNAL IN A FREQUENCY ADJUSTABLE SYSTEM

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
Australia	751872 8/29/02		81563/98 6/19/98	Processing a Spread Spectrum Signal in a Frequency Adjustable System
Canada		2294218 12/30/98	2294218 6/19/98	Processing a Spread Spectrum Signal in a Frequency Adjustable System
Mexico			192 6/19/98	Processing a Spread Spectrum Signal in a Frequency Adjustable System
United States	6,163,276 Dec 19, 2000		09/313,132 May 17, 1999	0300 - SYSTEM FOR REMOTE DATA COLLECTION
Australia	776183 12/16/2004	51427/00 12/5/00	51427/00 5/17/00	System for Remote Data Collection
Canada			2373268 5/17/00	System for Remote Data Collection
Mexico	239251 8/4/06		PA/a/2001/011742	System for Remote Data Collection
United States	6,178,197 Jan 23, 2001		09/365,108 Jul 30, 1999	0280 - FREQUENCY DISCRIMINATION IN A SPREAD SPECTRUM SIGNAL PROCESSING SYSTEM
Canada		2380607 2/8/01	2380607 7/28/00	Frequency Discrimination in a Spread Spectrum Signal Processing System
Mexico	225314 1/3/05		PA/a/2002/001027	Frequency Discrimination in a Spread Spectrum Signal Processing System
United States	6,181,258 Jan 30, 2001		09/312,928 May 17, 1999	0310 - RECEIVER CAPABLE OF PARALLEL DEMODULATION OF MESSAGES

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
Australia	780309 6/30/05	51432/00 12/5/00	51432/00 5/17/00	Receiver Capable of Parallel Demodulation of Messages
Mexico	223896 11/1/2004		PA/a/2001/011747	Receiver Capable of Parallel Demodulation of Messages
United States	6,195,018 2/27/01		08/597,724	Metering System
Australia	722231 7/27/00		17529/97 1/23/97	Metering System
Canada	Allowed	2217537 8/14/97	2217537 1/23/97	Metering System
New Zealand	328823 12/20/99		328823 1/23/97	Metering System
PCT			PCTUS97001042 1/23/97	Metering System
United States	6,263,009 Jul 17, 2001		08/881,549 Jun 23, 1997	0390 - ACQUIRING A SPREAD SPECTRUM SIGNAL
Australia	752012 9/5/02		83742/98 6/19/98	Acquiring a Spread Spectrum Signal
Canada		2294219 12/30/98	2294219 6/19/98	Acquiring a Spread Spectrum Signal
Mexico			0000191 6/19/98	Acquiring a Spread Spectrum Signal
United States	6,380,851 Apr 30, 2002		09/310,457 May 12, 1999	0290 - PROCESSING AND PRESENTING INFORMATION RECEIVED FROM A PLURALITY OF REMOTE SENSORS
Australia	780405 6/30/05	50128/00 11/21/00	50128/00 5/12/00	Processing and Presenting Information Received From a Plurality of Remote Sensors

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
Canada		2373831 11/16/00	2373831 5/12/00	Processing and Presenting Information Received From a Plurality of Remote Sensors
Mexico	233348 1/4/06		PA/a/2001/011513	Processing and Presenting Information Received From a Plurality of Remote Sensors
United States	6,452,986 Sep 17, 2002		09/313,125 May 17, 1999	0320 - DETECTOR TOLERANT OF FREQUENCY MISALIGNMENT
Australia	780402 6/30/05	55879/00 12/5/00	55879/00 5/17/00	Detector Tolerant of Frequency Misalignment
Canada		2374477 11/23/00	2374477 5/17/00	Detector Tolerant of Frequency Misalignment
Mexico			PA/a/2001/011734	Detector Tolerant of Frequency Misalignment
United States	6,456,644 Sep 24, 2002		08/880,578 Jun 23, 1997	0400 - BANDPASS CORRELATION OF A SPREAD SPECTRUM
Australia	752349 9/19/02		82593/98 6/19/98	Bandpass Correlation of a Spread Spectrum Signal
Canada	Allowed	2294536 12/30/98	2294536 6/19/98	Bandpass Correlation of a Spread Spectrum Signal
Mexico	239779 8/28/06		0000193 1/19/98	Bandpass Correlation of a Spread Spectrum Signal
PCT			PCTUS98012786 6/19/98	Bandpass Correlation of a Spread Spectrum Signal
United States	6,477,558 Nov 5, 2002		09/313,128 May 17, 1999	0220 - SYSTEM FOR PERFORMING LOAD MANAGEMENT

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
Australia	780407 6/30/05	50358/00 12/5/00	50358/00 5/17/00	System for Performing Load Management
Canada		2368836 11/23/00	2368836 5/17/00	System for Performing Load Management
Mexico	232694 12/7/05		PA/a/2001/011735	System for Performing Load Management
United States	6,628,699 Sep 30, 2003		08/880,637 Jun 23, 1997	0170 - RECEIVING A SPREAD SPECTRUM SIGNAL
Australia	751959 9/5/02		81578/98 6/19/98	Receiving a Spread Spectrum Signal
Canada	Allowed	2294216 12/30/98	2294216 6/19/98	Receiving a Spread Spectrum Signal
Mexico			0000190 6/19/98	Receiving a Spread Spectrum Signal
United States	6,424,270 Jul 23, 2002		09/183,645 Oct 30, 1998	0130 - UTILITY METER INTERFACE UNIT
Canada		2271409 4/30/00	2271409 5/10/99	Utility Meter Interface Unit
PCT			PCTUS0513481 4/20/05	Systems and Methods for Utility Meter Data Collection
PCT			PCTUS06023559 6/16/06	Systems and Methods for Utility Meter Demand Data Collection
United States	Pending		10/280,448 Oct 25, 2002	0355 - TIME SYNCHRONIZATION USING DYNAMIC THRESHOLDS
European Patent Office		1456987 9/14/04	02792271.5 11/14/03	Time Synchronization Using Dynamic Thresholds

<u>Country</u>	<u>Patent No./ Issue Date</u>	<u>Publication No./ Publication Date</u>	<u>Application No./ Filing Date</u>	<u>Title</u>
Canada			2468764 11/14/02	Time Synchronization Using Dynamic Thresholds
Mexico			PA/A/2004/005111 11/14/02	Time Synchronization Using Dynamic Thresholds
United States			11/104,155 4/12/05	Interactive System For Managing and Remotely Connecting Customer Utility Loads
European Patent Office	Published	1446937 8/18/04	02725814.4 4/25/02	Interactive System For Managing and Remotely Connecting Customer Utility Loads
Canada			2465941 4/25/02	Interactive System For Managing and Remotely Connecting Customer Utility Loads
Mexico			2004-0003987 4/25/02	Interactive System For Managing and Remotely Connecting Customer Utility Loads
United States			10/190,316 7/3/02 ABANDONED	Field Selectable Communication Network
Canada			2427773 5/2/03	Field Selectable Communication Network
Mexico			2003004387 5/19/03	Field Selectable Communication Network





Ownership of Certain Patents. Based on the agreements and documentation pursuant to which SchlumbergerSema Inc. divested its meter manufacturing business to Itron in 2004, it is unclear whether title to certain U.S. patents (6,617,978 and 6,232,885), certain

U.S. patent applications (10/303,673 and 10/190,316) and a foreign patent application (Canada 2271596) resides with Itron or a Subsidiary of the Company; however, none of these patents or patent applications is currently used by, or otherwise material to the business of, the Company or any of its Subsidiaries.

Schedule B

Trademark Registrations, Trademark Applications, Service Mark Registrations, Service Mark Applications

U.S. Registered Trademarks.

Trademark	Reg. No.	Reg. Date
Design Only 	2903649	November 16, 2004
CELLNET	1820453	February 8, 1994
Design Only 	2818010	February 24, 2004
MY ENERGYINFO (design) 	2877840	August 24, 2004
UTILITYDATALINK (design) 	2815470	February 17, 2004
UTILINET	1849034	August 9, 1994

U.S. Trademark Applications.

Trademark	Application Serial No.	Filing Date
AMI2	78883764	5/16/2006
AMI2	78883841	5/16/2006

AMI3	78883796	5/16/2006
AMI3	78883780	5/16/2006
AMIN	78883821	5/16/2006
AMIN	78883805	5/16/2006
MADCITY BROADBAND	78838986	3/16/2006

Registered Foreign Trademarks.

Australia	UTILNET	713901	10/20/1997
Mexico	UTILNET	666394	7/28/2000

Registered U.S. State Trademarks.

Trademark	State	Registration Date
MADCITY BROADBAND	Wisconsin	8/16/2006
BE HOT	Wisconsin	8/16/2006

Schedule C

Copyrights

Registered Copyrights.

Title	Reg. No.	Registered
CellNet: version 4.1	TXu-931-627	11/29/99