

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300284

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|-----------------------------------|-------------------------------------|---------------------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aclara Technologies LLC | | 03/28/2014 | LIMITED LIABILITY COMPANY: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank N.A. | | |
| Street Address: | 111 WEST MONROE STREET | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 28 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77388834 | ACLARA | |
| Serial Number: | 77388838 | ACLARA | |
| Serial Number: | 77388842 | ACLARA SOFTWARE | |
| Serial Number: | 77388845 | ACLARA SOFTWARE | |
| Serial Number: | 78521384 | BILL PRISM | |
| Serial Number: | 76491574 | ENERGYPRISM | |
| Serial Number: | 85962774 | ETWACS | |
| Serial Number: | 85663199 | IIDEAS | |
| Serial Number: | 74144951 | IN CONCERT WITH THE ENVIRONMENT | |
| Serial Number: | 77543958 | INTELLIGENT COMFORT | |
| Serial Number: | 85962741 | METRUM CELLULAR | |
| Serial Number: | 77012899 | UTILIWISE | |
| Serial Number: | 78792722 | OPTIMUM | |
| Serial Number: | 77132848 | PROASYS | |
| Serial Number: | 77114565 | REVENUE VISION | |
| Serial Number: | 77398413 | | |
| Serial Number: | 77398418 | | |
| Serial Number: | 74323086 | STAR | |
| Serial Number: | 73104864 | TWACS | |
| TRADEMARK | | | |

CH \$715.00 77388834

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------------------|
| Serial Number: | 76352739 | TWACS |
| Serial Number: | 78379552 | WIRE VISION |
| Serial Number: | 75660195 | |
| Serial Number: | 77398424 | CAPTURING DATA. LIBERATING KNOWLEDGE. |
| Serial Number: | 77398427 | CAPTURING DATA. LIBERATING KNOWLEDGE. |
| Serial Number: | 76014132 | ENERGY VISION |
| Serial Number: | 76373867 | ENERGYGRAM |
| Serial Number: | 76326602 | ENERGYGRAM |
| Serial Number: | 76101384 | ENERGYGUIDE |

CORRESPONDENCE DATA

Fax Number: 2027393001

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

Phone: 2027395652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| | |
|--------------------------------|---------------------------------------|
| ATTORNEY DOCKET NUMBER: | 052735-0237 |
| NAME OF SUBMITTER: | Catherine R. Howell, Senior Paralegal |
| SIGNATURE: | /Catherine R. Howell/ |
| DATE SIGNED: | 04/03/2014 |

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 28th day of March, 2014, by the Grantors listed on the signature pages hereof (each a “Grantor” and collectively, jointly and severally, the “Grantors”), in favor of **BMO HARRIS BANK N.A.** (the “Lender”).

WHEREAS, pursuant to that certain Loan Authorization Agreement dated as of the date hereof, together with the Letter of Credit Rider attached thereto (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) 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” and, together with Parent Holdco and Aclara, “Borrowers” and each a “Borrower”), and the Lender, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Lender this Trademark Security Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. “**Obligations**” shall mean the Loans (both for principal and interest) and the Grantors’ other obligations under the Loan Agreement, the Note and any and all Applications.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby grants to Lender, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. **Security For Obligations.** This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **Loan Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Loan Agreement), U.S. trademark applications or Licenses (to the extent provided in the Loan Agreement) for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **Construction.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole

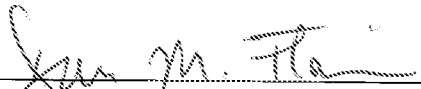
and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

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

GRANTOR:

ACLARA TECHNOLOGIES LLC,
an Ohio limited liability company

By: 
Name: Daniel M. Florian
Title: Vice President and Assistant Secretary



ACCEPTED AND
ACKNOWLEDGED BY:



BMO HARRIS BANK N.A.,
as Lender

By: Denise Sidlo
Name: _____
Title: Denise Sidlo
Director

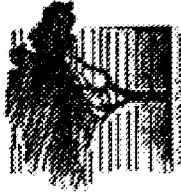
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks


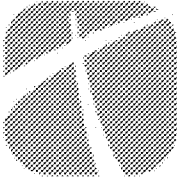
| Client | Attorney | Mark Name | Country | Application # | Applic. Date | Registr. # | Registr. Date | Status |
|-----------|------------------|---|---------|---------------|--------------|------------|---------------|--------|
| Aclara | Brinks Gilson | ACLARA | US | 77/388,834 | 02/05/08 | 3,706,073 | 11/03/09 | LIVE |
| Aclara | Brinks Gilson | ACLARA (Stylized)  | US | 77/388,838 | 02/05/08 | 3,706,074 | 11/03/09 | LIVE |
| Aclara/BG | Brinks Gilson | ACLARA SOFTWARE | US | 77/388,842 | 02/05/08 | 3,706,075 | 11/03/09 | LIVE |
| Aclara | Brinks Gilson | ACLARA SOFTWARE (Stylized)  | US | 77/388,845 | 02/05/08 | 3,706,076 | 11/03/09 | LIVE |
| Aclara | Brinks Gilson | BILL PRISM | US | 78/521,384 | 11/22/04 | 3,084,763 | 04/25/06 | LIVE |

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| Aclara | Brinks Gilson | Billy Bulblite Design  | US | 75/660,195 | 03/15/99 | 2,340,772 | 04/11/00 | LIVE |
| Aclara | Brinks Gilson | CAPTURING DATA, LIBERATING KNOWLEDGE | US | 77/398,424 | 02/15/08 | 3,706,109 | 11/03/09 | LIVE |
| Aclara | Brinks Gilson | CAPTURING DATA, LIBERATING KNOWLEDGE | US | 77/398,427 | 02/15/08 | 3,709,494 | 11/10/09 | LIVE |
| Aclara | Brinks Gilson | ENERGY VISION and Design  | US | 76/014,132 | 03/31/00 | 2,444,369 | 04/17/01 | LIVE |
| Aclara | Brinks Gilson | ENERGYGRAM | US | 76/373,867 | 02/21/02 | 2,760,024 | 09/02/03 | LIVE |
| Aclara | Brinks Gilson | ENERGYGRAM | US | 76/326,602 | 10/17/01 | 2,604,654 | 08/06/02 | LIVE |
| Aclara | Brinks Gilson | ENERGYGUIDE (Stylized) ENERGY guide | US | 76/101,384 | 08/01/00 | 2,554,300 | 03/26/02 | LIVE |

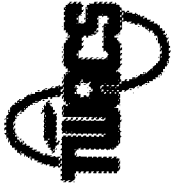
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| Aclara | Brinks Gilson | ENERGYPRISM | US | 76/491,574 | 02/21/03 | 2,802,130 | 01/06/04 | LIVE |
| Aclara | Brinks Gilson | ETWACS | US | 85/962,774 | 06/18/13 | | | LIVE PENDING |
| Aclara | Brinks Gilson | IIDEAS | US | 85/663,199 | 06/27/12 | | | LIVE PENDING |
| Aclara | Brinks Gilson | IN CONCERT WITH THE ENVIRONMENT and Design  | US | 74/144,951 | 03/06/91 | 1,766,274 | 04/20/93 | LIVE |
| Aclara | Brinks Gilson | INTELLIGENT COMFORT | US | 77/543,958 | 08/11/08 | 4,313,263 | 04/02/13 | LIVE |
| Aclara | Brinks Gilson | METRUM CELLULAR | US | 85/962,741 | 06/18/13 | | | LIVE PENDING |
| Aclara | Brinks Gilson | UTILIWISE | US | 77/012899 | 10/3/06 | 3781492 | 4/27/10 | LIVE |
| Aclara | Harness Dickey | OPTIMUM | US | 78/792722 | 01/17/06 | 3277751 | 08/07/07 | LIVE |
| Aclara | Harness Dickey | PROASYS | US | 77/132848 | 03/16/07 | 3673468 | 08/25/09 | LIVE |

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| Aclara | Brinks Gilson | REVENUE VISION | US | 77/114,565 | 02/23/07 | 3,513,250 | 10/07/08 | LIVE |
| Aclara | Brinks Gilson | Soft Square Design  | US | 77/398,413 | 02/15/08 | 3,706,107 | 11/03/09 | LIVE |
| Aclara | Brinks Gilson | Soft Square Design  | US | 77/398,418 | 02/15/08 | 3,706,108 | 11/03/09 | LIVE |
| Aclara | Brinks Gilson | STAR | US | 74/323,086 | 10/19/92 | 1,845,065 | 07/12/94 | LIVE |
| Aclara | Polster Lieder | TWACS | US | 73/104864 | 10/29/76 | 1,068,463 | 06/28/77 | LIVE |

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| Aclara | Polster Lieder | TWACS & DESIGN  | US | 76/352739 | 12/27/01 | 2,854,413 | 06/15/04 | LIVE |
| Aclara | Brinks Gilson | WIRE VISION | US | 78/379,552 | 03/05/04 | 3,084,456 | 04/25/06 | LIVE |