

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Itron, Inc.		06/23/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1525 West W.T. Harris Boulevard		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3715834	AMI INTELLIGENCE	
<b>Registration Number:</b>	1578693	DATACOMMAND	
<b>Registration Number:</b>	3715833	ENABLING THE SMART GRID	
<b>Serial Number:</b>	86376361	ITRON	
<b>Serial Number:</b>	86376307	ITRON	
<b>Serial Number:</b>	86376224	ITRON	
<b>Registration Number:</b>	1610462	ITRON	
<b>Serial Number:</b>	86357851	OPENWAY	
<b>Registration Number:</b>	2642436	SMARTSYNCH	
<b>Registration Number:</b>	3965619	WE CREATE SMART GRIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>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.</i>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		

CH \$265.00 3715834

**Address Line 2:** Monique L. Ribando  
**Address Line 4:** NEW YORK, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 597600.30

**NAME OF SUBMITTER:** Monique L. Ribando

**SIGNATURE:** /Monique L. Ribando/

**DATE SIGNED:** 07/06/2015

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT  
(REAFFIRMATION GRANT)

This TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2015 (this "Trademark Security Agreement"), by ITRON, INC., a Washington corporation located at 2111 North Molter Road, Liberty Lake, Washington 99019 (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION located at MAC D1109-019, 1525 West W.T. Harris Boulevard, Charlotte, North Carolina 28262, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement referred to below (in such capacities and together with any successors in such capacities, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, as contemplated by the Credit Agreement, the Pledgor is party to that certain First Amendment to Security Agreement of even date herewith (the "First Amendment") entered into among Pledgor and Administrative Agent, amongst others, which amends that certain Security Agreement, dated as of August 5, 2011, to which Pledgor is a party, made in favor of the Administrative Agent (as amended, restated, amended and restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or First Amendment and used herein have the meaning given to them in the Security Agreement or First Amendment, as applicable.

SECTION 2. Reaffirmation and Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all Obligations, the Pledgor hereby confirms its pledge and grant to, and hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) all Trademarks of the Pledgor, including, without limitation, the Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and First Amendment and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and First Amendment. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement or First Amendment, the provisions of the Security Agreement and First Amendment, as applicable, shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. The Pledgor hereby authorizes and requests that the United States Patent and Trademark Office Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement and First Amendment, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

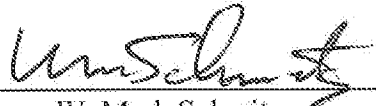
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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,

ITRON, INC.

By:   
Name: W. Mark Schmitz  
Title: Executive Vice President and Chief  
Financial Officer of Itron, Inc.

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

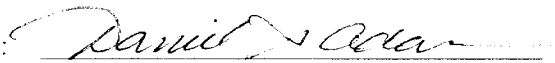
Very truly yours,

ITRON, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Daniel G. Adams  
Title: SVP / Relationship Manager

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<u><b>TRADEMARK</b></u>	<u><b>REG. NO.</b></u> <u><b>(APP. NO.)</b></u>	<u><b>REG. DATE</b></u> <u><b>(APP. DATE)</b></u>	<u><b>OWNER</b></u>
AMI INTELLIGENCE	3,715,834	11/24/2009	Itron, Inc.
DATAKOMAND	1,578,693	1/23/1990	Itron, Inc.
ENABLING THE SMART GRID	3,715,833	11/24/2009	Itron, Inc.
ITRON	(86/376,361)	(8/25/2014)	Itron, Inc.
ITRON	(86/376,307)	(8/25/2014)	Itron, Inc.
ITRON	(86/376,224)	(8/25/2014)	Itron, Inc.
ITRON	1,610,462	8/21/1990	Itron, Inc.
OPENWAY	(86/357,851)	(8/5/2014)	Itron, Inc.
SMARTSYNCH	2,642,436	10/29/2002	Itron, Inc.
WE CREATE SMART GRID	3,965,619	5/24/2011	Itron, Inc.