

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITRON, INC.		01/05/2018	Corporation: WASHINGTON
ITRON NETWORKED SOLUTIONS, INC.		01/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	4660030	ALTOGETHER BRILLIANT	
Registration Number:	4667803	CONNECT TO THE ENERGY NETWORK	
Registration Number:	4210455	CUSTOMERIQ	
Registration Number:	4841658	ENERGYIQ	
Registration Number:	4324808	GRIDSCAPE	
Registration Number:	5027509	MICROAP	
Registration Number:	4584864	MICROMESH	
Registration Number:	5075352	OPERATIONS OPTIMIZER	
Registration Number:	4742721	POWER OVER ENERGY	
Registration Number:	4720908		
Registration Number:	4863623		
Registration Number:	4875675	SENSORIQ	
Registration Number:	4309365	SILVER SPRING	
Registration Number:	4183641	SILVER SPRING	
Registration Number:	3549105	SILVER SPRING NETWORKS	
Registration Number:	5181820	SILVERLINK	
Registration Number:	4743934	THE EVERYTHING NETWORK	
TRADEMARK			

OP \$1715.00 4660030

Property Type	Number	Word Mark
Registration Number:	4846118	THE INTERNET OF IMPORTANT THINGS
Registration Number:	3115024	UTILITYIQ
Registration Number:	3118189	UTILOS
Registration Number:	4834754	ITRON
Registration Number:	4834753	ITRON
Registration Number:	1921754	ITRON
Registration Number:	1519639	ITRON
Registration Number:	1534650	ITRON
Registration Number:	1534229	ITRON
Registration Number:	4429011	ITRON
Registration Number:	2700984	ITRON
Registration Number:	4335125	ITRON
Registration Number:	2438984	CENTRON
Registration Number:	1488241	ERT
Registration Number:	3779613	OPENWAY
Registration Number:	3786311	OPENWAY
Registration Number:	3786312	OPENWAY
Registration Number:	1929925	PC-PRO+
Registration Number:	2642436	SMARTSYNCH
Registration Number:	3965619	WE CREATE SMART GRIDS
Registration Number:	4930144	OPENWAY
Registration Number:	2459765	METRIS
Registration Number:	4052011	INTELLIMARKET
Registration Number:	4052013	INTELLITEMP
Registration Number:	4052006	INTELLIMEASURE
Registration Number:	4051975	INTELLIPLAN
Registration Number:	3344159	VIRTUAL PEAKING CAPACITY
Registration Number:	4389081	SUMMER ADVANTAGE
Registration Number:	4101086	INTELLISOURCE
Registration Number:	4413417	ENERGY MADE BETTER
Registration Number:	4079072	INTELLISUPPORT
Registration Number:	4660057	SMARTPRICE
Registration Number:	4101083	INTELLIPEAK
Registration Number:	4062279	COMVERGE
Registration Number:	4097957	INTELLIFOCUS
Registration Number:	4104125	INTELLICONNECT
Registration Number:	4036234	
Registration Number:	2627220	POWERPORTAL

Property Type	Number	Word Mark
Registration Number:	2619548	POWERPORTAL
Registration Number:	4433965	SMARTCONSUMER
Registration Number:	4437615	INTELLISOURCE POWERSTORY PORTAL
Registration Number:	2735163	MV-90
Serial Number:	85690548	CONNECT TO THE EVERYTHING NETWORK
Serial Number:	86573353	GEN
Serial Number:	86843782	HAIKU
Serial Number:	86573355	MILLI
Serial Number:	86595842	OPSIQ
Serial Number:	86840185	STARFISH
Serial Number:	87069864	
Serial Number:	86451215	STREETLIGHT.VISION
Serial Number:	86822880	THE INTERNET OF CRITICAL THINGS

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F174734
NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/RACHEL KLEIN/
DATE SIGNED:	01/08/2018

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2018 (this “Trademark Security Agreement”), by ITRON, INC., a Washington corporation located at 2111 North Molter Road, Liberty Lake, Washington 99019, and ITRON NETWORKED SOLUTIONS, INC., a Delaware corporation located at 230 West Tasman Drive San Jose, California 95134 (collectively, the “Pledgors”), 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 Pledgors and the Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement of even date herewith (the “Credit Agreement”);

WHEREAS, as contemplated by the Credit Agreement, the Pledgors are parties, amongst others, to that certain Security Agreement, dated as of August 5, 2011, and amended as of June 23, 2015, to which Pledgors are parties, made in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Pledgors are 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 Pledgors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all Obligations, the Pledgors hereby pledge and grant 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 rights, titles and interests of the Pledgors 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 Pledgors, including, without limitation, the Trademarks of the Pledgors 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 the Pledgors hereby acknowledge and affirm 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. The Pledgors hereby authorize and request 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, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors 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.

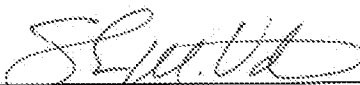
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

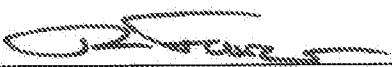
IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

ITRON, INC.

By: 
Name: Shannon Votava
Title: SVP, General Counsel & Corporate Counsel

ITRON NETWORKED SOLUTIONS, INC.

By: 
Name: Robert Farrow
Title: Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

[[3693985]]

TRADEMARK
REEL: 006244 FRAME: 0691

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

ITRON, INC.

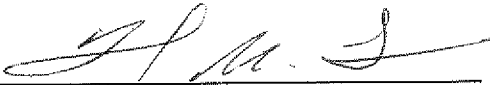
By: _____
Name: _____
Title: _____

ITRON NETWORKED SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Thomas M. Troen
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Silver Spring Networks, Inc.¹:

Registered Trademarks:

STATUS	COUNTRY NAME	REGISTRATION DATE	REGISTRATION NUMBER	TITLE	OWNER NAME
Registered	United States (US)	12/23/2014	4660030	ALTOGETHER BRILLIANT	Silver Spring Networks, Inc.
Registered	United States (US)	1/6/2015	4667803	CONNECT TO THE ENERGY NETWORK	Silver Spring Networks, Inc.
Registered	United States (US)	9/18/2012	4210455	CUSTOMERIQ	Silver Spring Networks, Inc.
Registered	United States (US)	10/27/2015	4841658	ENERGYIQ	Silver Spring Networks, Inc.
Registered	United States (US)	4/23/2013	4324808	GRIDSCAPE	Silver Spring Networks, Inc.
Registered	United States (US)	8/23/2016	5027509	MICROAP	Silver Spring Networks, Inc.
Registered	United States (US)	8/12/2014	4584864	MICROMESH	Silver Spring Networks, Inc.
Registered	United States (US)	11/1/2016	5075352	OPERATIONS OPTIMIZER	Silver Spring Networks

¹ Name will change to "Itron Networked Solutions, Inc." on closing date.

					, Inc.
Registered	United States (US)	5/26/2015	4742721	POWER OVER ENERGY	Silver Spring Networks, Inc.
Registered	United States (US)	4/14/2015	4720908	RINGS Logo	Silver Spring Networks, Inc.
Registered	United States (US)	12/1/2015	4863623	RINGS Logo	Silver Spring Networks, Inc.
Registered	United States (US)	12/22/2015	4875675	SENSORIQ	Silver Spring Networks, Inc.
Registered	United States (US)	3/26/2013	4309365	SILVER SPRING	Silver Spring Networks, Inc.
Registered	United States (US)	7/31/2012	4183641	SILVER SPRING	Silver Spring Networks, Inc.
Registered	United States (US)	12/23/2008	3549105	SILVER SPRING NETWORKS (and design)	Silver Spring Networks, Inc.
Registered	United States (US)	4/11/2017	5181820	SILVERLINK	Silver Spring Networks, Inc.
Registered	United States (US)	5/26/2015	4743934	THE EVERYTHING NETWORK	Silver Spring Networks, Inc.
Registered	United States (US)	11/3/2015	4846118	THE INTERNET OF IMPORTANT THINGS	Silver Spring Networks, Inc.
Registered	United States (US)	7/11/2006	3115024	UTILITYIQ	Silver Spring Networks, Inc.

Registered	United States (US)	7/18/2006	3118189	UTILOS	Silver Spring Networks, Inc.
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Pending Trademarks:

STATUS	COUNTRY NAME	APPLICATION DATE	APPLICATION NUMBER	TITLE	OWNER NAME
Allowed	United States (US)	7/30/2012	85690548	CONNECT TO THE EVERYTHING NETWORK	Silver Spring Networks, Inc.
Pending	United States (US)	3/23/2015	86573353	GEN	Silver Spring Networks, Inc.
Suspended	United States (US)	12/9/2015	86843782	HAIKU	Silver Spring Networks, Inc.
Allowed	United States (US)	3/23/2015	86573355	MILLI	Silver Spring Networks, Inc.
Allowed	United States (US)	4/13/2015	86595842	OPSIQ	Silver Spring Networks, Inc.
Opposed	United States (US)	12/4/2015	86840185	STARFISH	Silver Spring Networks, Inc.
Allowed	United States (US)	6/13/2016	87069864	STARFISH Logo	Silver Spring Networks, Inc.
Allowed	United States (US)	11/11/2014	86451215	STREETLIGHT VISION	Silver Spring Networks, Inc.
Allowed	United States (US)	11/17/2015	86822880	THE INTERNET OF CRITICAL THINGS	Silver Spring Networks, Inc.

Itron, Inc:

Registered Trademarks:

STATUS	FILE NUMBER	COUNTRY NAME	REGISTRATION DATE	REGISTRATION NUMBER	TITLE	OWNER NAME
Registered	10001-US-TM	United States of America	Oct 20, 2015	4834754	ITRON	Itron Inc
Registered	10002-US-TM	United States of	Oct 20, 2015	4834753	ITRON	Itron Inc

		America				
Registered	10004-US-TM	United States of America	Sep 26, 1995	1921754	ITRON	Itron Inc
Registered	10005-US-TM	United States of America	Jan 10, 1989	1519639	ITRON	Itron Inc
Registered	10006-US-TM	United States of America	Apr 11, 1989	1534650	ITRON	Itron Inc
Registered	10007-US-TM	United States of America	Apr 11, 1989	1534229	ITRON	Itron Inc
Registered	10008-US-TM	United States of America	Nov 5, 2013	4429011	ITRON	Itron Inc
Registered	10197-US-TM	United States of America	Mar 25, 2003	2700984	ITRON (Stylized)	Itron Inc
Registered	10198-US-TM	United States of America	May 14, 2013	4335125	ITRON (Stylized)	Itron Inc
Registered	10231-US-TM	United States of America	Mar 27, 2001	2438984	CENTRON	Itron Inc
Registered	10239-US-TM	United States of America	May 17, 1988	1488241	ERT	Itron Inc
Registered	10249-US-TM	United States of America	Apr 20, 2010	3779613	OPENWAY	Itron Inc
Registered	10250-US-TM	United States of America	May 4, 2010	3786311	OPENWAY	Itron Inc
Registered	10252-US-TM	United States of America	May 4, 2010	3786312	OPENWAY	Itron Inc
Registered	10254-US-TM	United States of America	Oct 24, 1995	1929925	PC-PRO+	Itron Inc
Registered	10258-US-TM	United States of America	Oct 29, 2002	2642436	SMARTSYNCH	Itron Inc

Registered	10281-US-TM	United States of America	May 24, 2011	3965619	WE CREATE SMART GRID	Itron Inc
Registered	10283-US-TM	United States of America	Apr 5, 2016	4930144	OPENWAY	Itron Inc
Registered	10288-US-TM	United States of America	Jun 12, 2001	2459765	METRIS	Itron Inc
Registered	10292-US-TM	United States of America	Nov 8, 2011	4052011	INTELLIMARK ET	Itron Inc
Registered	10293-US-TM	United States of America	Nov 8, 2011	4052013	INTELLITEMP	Itron Inc
Registered	10294-US-TM	United States of America	Nov 8, 2011	4052006	INTELLIMEASURE	Itron Inc
Registered	10295-US-TM	United States of America	Nov 8, 2011	4051975	INTELLIPLAN	Itron Inc
Registered	10296-US-TM	United States of America	Nov 27, 2007	3344159	VIRTUAL PEAKING CAPACITY	Itron Inc
Registered	10299-US-TM	United States of America	Aug 20, 2013	4389081	SUMMER ADVANTAGE	Itron Inc
Registered	10300-US-TM	United States of America	Feb 21, 2012	4101086	INTELLISOURCE	Itron Inc

Registered	10301-US-TM	United States of America	Oct 8, 2013	4413417	ENERGY MADE BETTER	Itron Inc
Registered	10302-US-TM	United States of America	Jan 3, 2012	4079072	INTELLISUPPORT	Itron Inc
Registered	10303-US-TM	United States of America	Dec 23, 2014	4660057	SMARTPRICE	Itron Inc
Registered	10304-US-TM	United States of America	Feb 21, 2012	4101083	INTELLIPEAK	Itron Inc
Registered	10305-US-TM	United States of America	Nov 29, 2011	4062279	COMVERGE	Itron Inc
Registered	10306-US-TM	United States of America	Feb 14, 2012	4097957	INTELLIFOCUS	Itron Inc
Registered	10307-US-TM	United States of America	Feb 28, 2012	4104125	INTELLICONNECT	Itron Inc
Registered	10308-US-TM	United States of America	Oct 4, 2011	4036234	(design only) center square with a thick shaded border	Itron Inc
Registered	10310-US-TM	United States of America	Oct 1, 2002	2627220	POWERPORTAL	Itron Inc
Registered	10311-US-TM	United States of	Sep 17, 2002	2619548	POWERPORTAL	Itron Inc

		America				
Registered	10324-US-TM	United States of America	Nov 12, 2013	4433965	SMARTCONSUMER	Itron Inc
Registered	10325-US-TM	United States of America	Nov 19, 2013	4437615	INTELLISOURCE POWERSTORY PORTAL	Itron Inc
Registered	10362-US-TM	United States of America	Jul 8, 2003	2735163	MV-90	Itron Inc

Trademark Applications:

None.