

9-4-03

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings $\rightarrow \rightarrow \rightarrow$ ∇

09-04-2003



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner

102540963

Attached original documents or copy thereof.

1. Name of conveying party(ies):
AFFINITY INSURANCE SERVICES, LLC

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company (California)

9-4-03

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/29/2003

2. Name and address of receiving party(ies)
Name: GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

Street Address: 500 W. Monroe Street

City: Chicago State: IL Zip: 60661

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,568,330

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Nam _____
Attn: Penelope J.A. Agodoa
Inter: Federal Research Company, LLC ian
Su: 1030 15th Street, NW, Suite 920
Washington, DC 20005
703 702 0700

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

RECEIVED OPR
2003 SEP -4 PM 1:57
ASSIGNMENTS DIV

09/04/2003 6TOM11 00000249 2568330
01 FC:0321
02 FC:0322
40.00 OP
100.00 OP

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Penelope L. Johnson 09/02/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002815 FRAME: 0652

Recordation Form Cover Sheet – Trademarks
Page 2

#1 (continued)

ADDITIONAL CONVEYING PARTIES:

Driver Alliant Insurance Services, Inc.
(Delaware corporation)

Franey Muha Alliant Insurance Services, Inc.
(Maryland corporation)

Kelter Alliant Insurance Services, Inc.
(Michigan corporation)

#4B (continued)

TRADEMARK REGISTRATION NOS.:

2,286,381

2,474,968

2,548,768

1,702,121

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2003, by **AFFINITY INSURANCE SERVICES, LLC**, a California limited liability company, **DRIVER ALLIANT INSURANCE SERVICES, INC.**, a Delaware corporation, **FRANEY MUHA ALLIANT INSURANCE SERVICES, INC.**, a Maryland corporation, and **KELTER ALLIANT INSURANCE SERVICES, INC.**, a Michigan corporation (each a "Grantor" and collectively, "Grantors"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Alliant Resources Group, Inc., a Delaware corporation ("Borrower"), Grantors, the other Persons named therein as Credit Parties, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantors;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, 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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority 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 its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

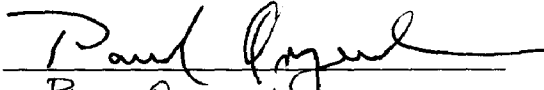
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AFFINITY INSURANCE SERVICES,
LLC**, a California limited liability company

**DRIVER ALLIANT INSURANCE
SERVICES, INC.**, a Delaware corporation

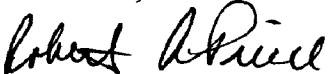
**FRANEY MUHA ALLIANT
INSURANCE SERVICES, INC.**, a
Maryland corporation

**KELTER ALLIANT INSURANCE
SERVICES, INC.**, a Michigan corporation

By: 
Name: PAUL ORZECH
Title: EXECUTIVE VICE PRESIDENT & TREASURER,
MANAGER OR CHIEF FINANCIAL OFFICER,
AS APPLICABLE

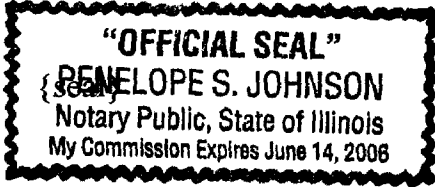
ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent

By: 
Name: ROBERT A. PEARL
Title: Duly Authorized Signatory

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of AUGUST, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AFFINITY INSURANCE SERVICES, LLC**, a California limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.



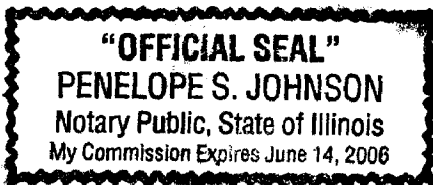
Penelope S. Johnson
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of AUGUST, 2003 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DRIVER ALLIANT INSURANCE SERVICES, INC.**, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

PENELOPE S. JOHNSON
Notary Public

{seal}

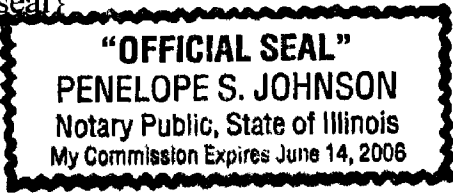


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of AUGUST, 2003 before me personally appeared PAUL ORZELH, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **FRANEY MUHA ALLIANT INSURANCE SERVICES, INC.**, a Maryland corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Penelope S. Johnson
Notary Public

{seal}

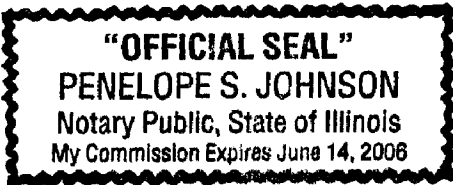


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of AUGUST, 2003 before me personally appeared PAUL ORZELH, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **KELTER ALLIANT INSURANCE SERVICES, INC.**, a Michigan corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Penelope S. Johnson
Notary Public

{seal}



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Driver Alliant Insurance Services, Inc.

	<i>Reg. No.</i>	<i>Date</i>
PEPIP	2,568,330	May 7, 2002

Kelter-Thorner, Inc.

ProQuest Insurance Agency	2,286,381	October 12, 1999
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Affinity Insurance Services, LLC

Tribal First	2,474,968	August 7, 2001
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Tribal 1 st	2,548,768	March 19, 2002
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Franey Muha Alliant Insurance Services, Inc.

Conserveanation	1,702,121	July 21, 1992
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TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None