

RECC

06-13-2001

SHEET



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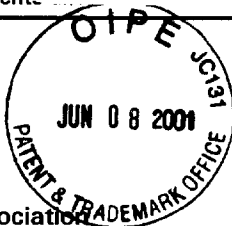
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To the Honorable Commissioner of Patent

and original documents or copy thereof.

1. Name of conveying party(ies):  
Robert F. Driver Co., Inc.

6-8-01



- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

June 4, 2001

Execution Date:

2. Name and address of receiving

Name: Heller Financial, Inc., as Agent

Internal Address: \_\_\_\_\_

Street Address: 500 W. Monroe Street

City: Chicago State: IL Zip: 60661

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State DE

Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)  
76/097,022 and 76/097,150

B. Trademark Registration

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd Ramstrom

Internal Address: 16<sup>th</sup> Floor

Street Address: Katten Muchin & Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 2

7. Total fee (37 CFR) \$ 80.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.*

Todd Ramstrom

Name of Person

Todd Ramstrom  
Signature

10/03/00

Date

Total number of pages including cover sheet, attachments, and document 6

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

TRADEMARK  
REEL: 002312 FRAME: 0797

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 4<sup>th</sup> day of June, 2001, by and among the grantors listed on the signature pages hereto and such persons who hereafter become parties to this Agreement (each a "Grantor" and collectively, "Grantors") and Heller Financial, Inc., a Delaware corporation, as agent ("Agent") for the benefit of all Lenders.

### **RECITALS:**

**WHEREAS**, Each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed opposite such Grantor's name on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, Alliant Resources Group, Inc., a Delaware corporation ("Borrower") has entered into an Amended and Restated Credit Agreement dated as of June 4, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

**WHEREAS**, Borrower is the legal (directly and indirectly) and beneficial owner of all of the issued and outstanding capital stock of each Grantor; and

**WHEREAS**, each Grantor acknowledges that, as a wholly owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of loans to Borrower as provided in the Credit Agreement; and

**WHEREAS**, the Grantors have each agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Subsidiary Guaranty dated as of March 15, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Subsidiary Guaranty**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of March 15, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between each Grantor and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) subject to the provisions of the Security Agreement, to the extent assignable, each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

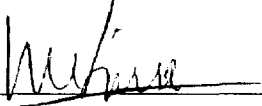
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby 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 duly executed by its duly authorized officer thereunto as of the date first above written.

Acknowledged:

HELLER FINANCIAL, INC.,  
as Agent

By:   
Name: Matthew Kirst  
Title: Vice President

ROBERT F. DRIVER CO., INC.,  
a Delaware corporation

By:   
Name: John Addeo  
Title: Chairman

TRADEMARK REGISTRATIONS

MARK

REG. NO.

DATE

None.

TRADEMARK APPLICATIONS

PEPIP (word mark)	76/097,022	7-25-2000
PEPIP (stylized and Flag design)	76/097,150	7-25-2000

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None.

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On the 4<sup>th</sup> day of June, 2001 before me personally appeared John Addeo, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chairman of **ROBERT F. DRIVER CO., INC.**, who being by me duly sworn, did depose and say that he is Chairman of **ROBERT F. DRIVER CO., INC.**, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Thaddine G. Gomez*  
Notary Public

{Seal}

My commission expires:

