

02-14-2002



COVER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

24

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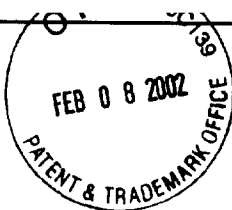
101983063

To the Honorable Commissioner

One attached original documents or copy thereof.

1. Name of conveying party(ies):
Kelter-Thorner, Inc. of Michigan

J-8-02



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

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Internal Address: _____

Street Address : 500 West Monroe

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

3. Nature of conveyance:

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

January 30, 2002

Execution Date: _____

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
2286,381

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

02/13/2002 TDI/AZI 00000118 2286381

DO NOT USE THIS SPACE

01 FC:481 40.00 00

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 copy of the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley

Signature

2/01/02

Date

7

Total number of pages including cover sheet, attachments, and

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

TRADEMARK
REEL: 002443 FRAME: 0132



TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 10th day of January, 2002, 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: Christopher Janc
Title: Assistant Vice President

**KELTER-THORNER, INC. OF
MICHIGAN**, a Michigan corporation

By: _____
Name: John Addeo
Title: Chief Executive Officer


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

**KELTER-THORNER, INC. OF
MICHIGAN,** a Michigan corporation

By: _____
Name: Christopher Janc
Title: Assistant Vice President

By:  _____
Name: John Addeo
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF Michigan
COUNTY OF Calhoun ss.

On the 20th day of January, 2004 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 Chief Executive Officer of **KELTER-THORNER, INC. OF MICHIGAN**, who being by me duly sworn, did depose and say that he is Chief Executive Officer of **KELTER-THORNER, INC. OF MICHIGAN**, 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.

Gayle S. Finger
Notary Public **GAYLE S. FINGER**

{Seal}

My commission expires:

GAYLE S. FINGER
Notary Public, Oakland County, MI
My Commission Expires 05-14-2006

TRADEMARK REGISTRATIONS

MARK

REG. NO.

DATE

ProQuest Insurance Agency (and design)

2,286,381

October 12, 1999

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None.