



Tab settings

To the Honorable Commissioner of Patents and Trademarks 102116680

Attached original documents or copy thereof.

1. Name of conveying party(ies): Affinity Insurance Services, LLC 6-10-02

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

2. Name and address of receiving party(ies) Name Heller Financial, Inc., as Agent Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, X Corporation State Delaware, 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, Merger, X Security Agreement, Change of Name, Other

Execution Date: May 23, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration 2548,768 - 2,474,968

Additional numbers attached? No

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

Name:

Internal Address:

RETURN TO: GENERAL RESEARCH CORP SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004 City: Stat: ZIP

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41) \$ 65.00

- X Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

06/11/2002 6TON11 00000056 2548768

DO NOT USE THIS SPACE

FC:481 40.00 DP, FC:482 25.00 DP

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.

Terese M. Scholl Name of Person

Signature

06/04/02 Date

Total number of pages including cover sheet, attachments, and

7

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

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of this 23rd day of May, 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 has been and may be further 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 membership interests 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 and in effect 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 and in effect 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]

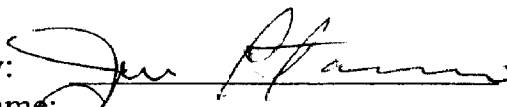
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first above written.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

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

By: _____
Name: _____
Title: _____

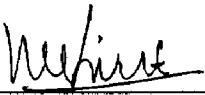
By: 
Name: _____
Title: Vice President

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.

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HELLER FINANCIAL, INC.,
as Agent

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

By: 
Name: _____
Title: _____

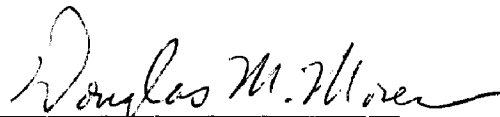
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 23rd day of May, 2002 before me personally appeared John P. Iacono, 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 Vice President of **AFFINITY INSURANCE SERVICES, LLC**, who being by me duly sworn, did depose and say that he is Vice President of **AFFINITY INSURANCE SERVICES, LLC**, the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

DOUGLAS M. MOREA
Notary Public, State of New York
No. 02MO5004243
Qualified in New York County
Commission Expires November 16, 20 02
{Seal}



Notary Public

My commission expires:

11 / 16 / 2002

TRADEMARK REGISTRATIONS

Affinity Insurance Services, LLC owns the following servicemarks registered with the United States Patent & Trademark Office:

TRIBAL 1ST
Reg. No. 2,548,768
Registered: March 19, 2002

TRIBAL FIRST
Reg. No. 2,474,968
Registered: August 7, 2001

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Servicemark Agreement	Affinity Insurance Services, LLC Tribal First Partners	May 23, 2002