

RECORDATION

ER SHEET
LY

U.S. DEPARTMENT OF
Patent and Trademark

03-17-2004



102697301

Tab settings

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):
SHRS Acquisition Corp.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State CA
☐ Other

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

3. Nature of conveyance:

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

Execution Date: February 26, 2004

2. Name and address of receiving party(ies)

General Electric Capital Corporation

Internal Address:

Street Address : 500 West 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)

B. Trademark Registration

76153041/2770646 and 75796658/2541863

Additional numbers attached? NO

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

Name Attn: Penelope J.A. Agodoa
Interr Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: 03/17/2004 GTON11 State: 00000214 ZIP: 76153041

6. Total number of applications and
registrations

2

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

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

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

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

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.

Terese M. Scholl
Name of Person

Terese M. Scholl
Signature

03/15/04

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 SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 26th 2004, by SHRS ACQUISITION CORP., a California corporation ("Grantor"), 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 August 29, 2003 by and among Alliant Resources Group, Inc., a Delaware corporation ("Borrower"), 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 Grantor;

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 Grantor 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 August 29, 2003 (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, Grantor is 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, 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 of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 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. 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, 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.

SHRS ACQUISITION CORP, a
California corporation

By: 

Name: P. George Finner

Title: EVP

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____

Name: _____

Title: Duly Authorized Signatory

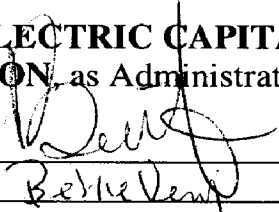
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHRS ACQUISITION CORP, a
California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

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

By:  _____
Name: Betty Vemp
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date</u>
Strategic HR Services	035	76153041/2770646	10/07/03
Strategic Engineering Group	035	75796658/2541863	02/19/02

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

STATE OF New York)
COUNTY OF Westchester) ss.

On this 25th day of February, 2004 before me personally appeared R Gregory Zimer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SHRS ACQUISITION CORP.**, a California 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.


Notary Public

{seal}

JASON M. KRELLENSTEIN
Notary Public, State of New York
No. 02KR6087276
Qualified in Westchester County
Commission Expires February 18, 2007