

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Security Interest (previously recorded at Reel 2815 Frame 0652) and Reassignment |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-----------------------|
| General Electric Capital Corporation, as Administrative Agent | | 11/30/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------------------|
| Name: | Affinity Insurance Services, LLC |
| Street Address: | 3535 Fuffin Road |
| Internal Address: | Suite 200 |
| City: | San Diego |
| State/Country: | CALIFORNIA |
| Postal Code: | 92123 |
| Entity Type: | Limited Liability Company: CALIFORNIA |

| | |
|------------------------|---|
| Name: | Driver Alliant Insurance Services, Inc. |
| Street Address: | 1620 Fifth Avenue |
| City: | San Diego |
| State/Country: | CALIFORNIA |
| Postal Code: | 92101 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|------------------------|--|
| Name: | Franey Muha Alliant Insurance Services, Inc. |
| Street Address: | 9901 Business Parkway |
| City: | Lanham |
| State/Country: | MARYLAND |
| Postal Code: | 20706 |
| Entity Type: | CORPORATION: MARYLAND |

| | |
|------------------------|---|
| Name: | Kelter Alliant Insurance Services, Inc. |
| Street Address: | 210 South Old Woodward Avenue |

OP \$140.00 2568330

900039787

TRADEMARK
REEL: 003227 FRAME: 0278

| | |
|-------------------|-----------------------|
| Internal Address: | Suite 200 |
| City: | Birmingham |
| State/Country: | MICHIGAN |
| Postal Code: | 48009 |
| Entity Type: | CORPORATION: MICHIGAN |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 2568330 | PEPIP |
| Registration Number: | 2286381 | Q PROQUEST INSURANCE AGENCY |
| Registration Number: | 2474968 | TRIBAL FIRST |
| Registration Number: | 2548768 | TRIBAL 1ST |
| Registration Number: | 1702121 | CONSERVEANATION |

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7698
 Email: ksolomon@stblaw.com
 Correspondent Name: Mark Solomon, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 509265/1153 |
| NAME OF SUBMITTER: | Mark Solomon |
| Signature: | /ms/ |
| Date: | 01/13/2006 |

Total Attachments: 5
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RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of November 30, 2005, by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as administrative agent (in such capacity, **Administrative Agent**) for the financial institutions (collectively, "**Lenders**") from time to time parties to the Credit Agreement referred to herein below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

WITNESSETH:

WHEREAS, Administrative Agent, Lenders and Alliant Resources Group, Inc. a Delaware corporation ("**Borrower**"), are parties to a certain Second Amended and Restated Credit Agreement, dated as of August 29, 2003 (as amended and restated pursuant to that certain Third Amended and Restated Credit Agreement dated as of August 25, 2004 and as otherwise amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**");

WHEREAS, Affinity Insurance Services, LLC, a California limited liability company ("**Affinity**"), Driver Alliant Insurance Services, Inc., a Delaware corporation ("**Driver**"), Franey Muha Alliant Insurance Services, Inc., a Maryland corporation ("**Franey Muha**"), and Kelter Alliant Insurance Services, Inc., a Michigan corporation and successor to Kelter-Thorner, Inc. of Michigan ("**Kelter**") (Affinity, Driver, Franey Muha and Kelter, collectively "**Grantors**," and each a "**Grantor**") are wholly owed subsidiaries of Borrower and have agreed to guaranty the prompt payment and performance of the Obligations due under the Credit Agreement and, as security therefor, entered into, as an original party thereto, by joinder or otherwise, (i) a certain Amended & Restated Security Agreement dated as of August 29, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Security Agreement**"), and (iii) a certain Trademark Security Agreement dated as of August 29, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Security Agreement**"), pursuant to which Grantors have granted a security interest to Administrative Agent in, and a collateral assignment to Administrative Agent of, among other things, each of their respective Trademarks and Trademark Licenses (in each case as defined below) as security for the Obligations, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 8, 2002, in the Trademark Division at **Reel 002815, Frame 0652**; and

WHEREAS, Grantors have requested that Administrative Agent release its security interest in the "**Trademark Collateral**" (as such term is defined herein below) and reassign the same to Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Administrative Agent hereby releases its security interest in all of each Grantor's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Trademark Collateral**");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule 1** 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 (a) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (b) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Administrative Agent hereby reassigns, grants and conveys to each Grantor without any representation or undertaking by, or recourse to, Administrative Agent, all of Administrative Agent's right, title and interest, if any, in and to the Trademark Collateral.

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[Signature Page Follows]***

IN WITNESS WHEREOF, Administrative Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

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

By: Thomas C. Horth
Name: Thomas C. Horth
Title: Duly Authorized Signatory

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 28th day of November, 2005, before me personally appeared Thomas C. Hjorth to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as a duly authorized officer of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation.



Notary Public Nancy Snead
My Commission Expires: 12/03/2005

Trademark Release and Reassignment
(Subsidiaries)

TRADEMARK
REEL: 003227 FRAME: 0283

**SCHEDULE 1
TO
RELEASE AND REASSIGNMENT**

TRADEMARKS

| Owner | Mark | Registration No. | Date |
|--|-----------------------------------|-------------------------|-------------|
| Driver Alliant Insurance Services, Inc. | PEPIP | 2568330 | 05/07/2002 |
| Kelter Alliant Insurance Services, Inc. | Q PROQUEST INSURANCE AGENCY | 2286381 | 10/12/1999 |
| Affinity Insurance Services, LLC | TRIBAL FIRST | 2474968 | 08/07/2001 |
| Affinity Insurance Services, LLC | TRIBAL 1ST | 2548768 | 03/19/2002 |
| Franey Muha Alliant Insurance Services, Inc. | CONSERVEANATION | 1702121 | 07/21/1992 |

Trademark Release and Reassignment
(Subsidiaries)