

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest (previously recorded at Reel 2443 Frame 0132) and Reassignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc., as Administrative Agent		11/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kelter Alliant Insurance Services, Inc. (successor to Kelter-Thorner, Inc. of Michigan)
Street Address:	210 South Old Woodward Avenue
Internal Address:	Suite 200
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2286381	Q PROQUEST INSURANCE AGENCY

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

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Signature:	/ms/
Date:	01/13/2006
Total Attachments: 5 source=ALLIR244#page1.tif source=ALLIR244#page2.tif source=ALLIR244#page3.tif source=ALLIR244#page4.tif source=ALLIR244#page5.tif	

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of November 30, 2005, by **HELLER FINANCIAL, INC.**, a Delaware corporation, acting in its capacity as agent (in such capacity, **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, Agent, Lenders and Alliant Resources Group, Inc. a Delaware corporation ("**Borrower**"), are parties to a certain Amended and Restated Credit Agreement, dated as of June 4, 2001 (as the same has been amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, including, without limitation, pursuant to that certain Third Amended and Restated Credit Agreement dated as of August 25, 2004, the "**Credit Agreement**");

WHEREAS, Kelter Alliant Insurance Services, Inc., a Michigan corporation and successor to Kelter-Thorner, Inc. of Michigan, and a wholly owned subsidiary of Borrower ("**Grantor**"), 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 Security Agreement dated as of March 15, 2000 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Security Agreement**"), and (ii) a certain Trademark Security Agreement dated as of January 10, 2002 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Security Agreement**"), pursuant to which Grantor has granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks and Licenses (in each case as defined below) as security for the Obligations, including the Trademarks set forth on **Schedule 1** hereto; and

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 002443, Frame 0132**; and

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

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

Agent hereby releases its security interest in all of 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”):

- (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 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.

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

*– Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, 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.

HELLER FINANCIAL, INC., as Agent

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

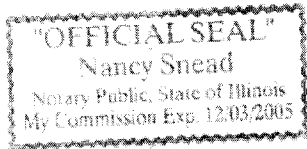
Trademark Release and Reassignment
(Kelter-Thomer, Inc. of Michigan)

TRADEMARK
REEL: 003227 FRAME: 0369

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 **HELLER FINANCIAL, INC.**, a Delaware corporation.



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

**SCHEDULE 1
TO
RELEASE AND REASSIGNMENT**

TRADEMARKS

Trademark:	Registration No.	Date:
Q PROQUEST INSURANCE AGENCY	2286381	10/12/1999

Trademark Release and Reassignment
(Kelter-Thorner, Inc. of Michigan)