

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 2312 Frame 0797) 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:	Driver Alliant Insurance Services, Inc. (formerly Robert F. Driver Co., Inc.)
Street Address:	1620 Fifth Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76097022	PEPIP
Serial Number:	76097150	PEPIP

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

OP \$65.00 76097022

Signature:	/ms/
Date:	01/13/2006
Total Attachments: 5 source=ALLIR232#page1.tif source=ALLIR232#page2.tif source=ALLIR232#page3.tif source=ALLIR232#page4.tif source=ALLIR232#page5.tif	

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of November 10, 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, Driver Alliant Insurance Services, Inc. (formerly known as Robert F. Driver Co., Inc.), a Delaware corporation 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 June 4, 2001 (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 June 8, 2001, in the Trademark Division at **Reel 002312, Frame 0797**; 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.

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[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.

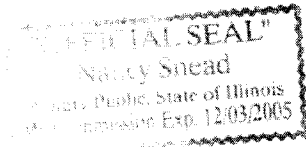
HELLER FINANCIAL, INC., as Agent

By: Thomas C. Hyatt
Name: Thomas C. Hyatt
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 **HELLER FINANCIAL, INC.**, a Delaware corporation.



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

**SCHEDULE 1
TO
RELEASE AND REASSIGNMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark:	Application No.	Date:
PEPIP (word mark)	76/097,022	07/25/2000
PEPIP (stylized and Flag design)	76/097,150	07/25/2000

Trademark Release and Reassignment
(Robert F. Driver Co., Inc.)