TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of First Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliant Services Houston, Inc.		11/20/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3111985	PROTECTION ADVANTAGE
Registration Number:	2723378	MY MEMBER BENEFITS.COM
Registration Number:	2630817	APB
Registration Number:	2685275	TO THE SHOPS.COM
Registration Number:	2577537	WORKING MY LIFE
Registration Number:	2577536	WORKING MY LIFE A RESOURCE FOR YOUR LIFESTYLE
Registration Number:	2600271	TO THE SHOPS.COM YOUR ONE STOP SHOPPING RESOURCE
Registration Number:	2488900	COMPARE AND PROTECT.COM
Registration Number:	2293979	CE&O CONSULTANTS ERRORS AND OMISSIONS
Registration Number:	2288538	PROTECTION PORTFOLIO YOUR SINGLE SOURCE FOR VOLUNTARY AND SUPPLEMENTAL BENEFITS
Registration Number:	2505716	EZ PAY
Registration Number:	2330694	VOLUNTARY INSURANCE PROGRAM (VIP)
Registration Number:	1763236	VOLUNTARY BENEFITS PLAN

OP $340.00 3111985

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, 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:	Kirstie Howard
Signature:	/kh/
Date:	11/28/2006

Total Attachments: 7

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GRANT OF FIRST LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 20, 2006, is made by ALLIANT SERVICES HOUSTON, INC., a New York corporation (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Alliant Holdings II, Inc., ARG Holdings, Inc., a Delaware corporation and parent of Obligor (the "Borrower"), the Lenders, the Agent, and General Electric Capital Corporation, as Syndication Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 30, 2005 and supplemented on October 16, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing first lien security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of First Lien Security Interest. The Obligor hereby pledges and grants a continuing first lien security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon

TRADEMARK
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such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of first lien security interest herein with the United States Patent and Trademark Office. The first lien security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the first lien security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANT SERVICES HOUSTON, INC.
as Obligor

By: _____
Name: P. Gregory Zimmer
Title: CFO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

509265-1153-10476-NY01.2604808.3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANT SERVICES HOUSTON, INC.
as Obligor

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Erin O'Rourke
Name:
Title: **Erin O'Rourke**
Vice President

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ACKNOWLEDGMENT OF OBLIGOR

STATE OF CA)
) ss
COUNTY OF Orange)

On the 17 day of November, 2006, before me personally came Greg Zimmer, who is personally known to me to be the Chief Financial Officer of Alliant Services Houston, Inc., a New York corporation; who, being duly sworn, did depose and say that ~~she~~/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

SUSAN J. NELSON
Commission # 1530864
Notary Public - California
Orange County
My Comm. Expires Dec 24, 2008

Susan J Nelson
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 20th day of November, 2006, before me personally came Erin O'Rourke, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association, who, being duly sworn, did depose and say that she is the Vice President in such banking association, the banking association described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking association; and that she acknowledged said instrument to be the free act and deed of said banking association.

Ruby V. Tulloch
Notary Public

RUBY V. TULLOCH
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
NO. 60-4768891
MY COMMISSION EXPIRES MAY 31, 2010

(PLACE STAMP AND SEAL ABOVE)

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SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
PROTECTION ADVANTAGE & Design	3,111,985
MYMEMBERBENEFITS.COM	2,723,378
APB & Design	2,630,817
TOTHESHOPS.COM	2,685,275
WORKING MY LIFE	2,577,537
WORKING MY LIFE A RESOURCE FOR YOUR LIFESTYLE & Design	2,577,536
TOTHESHOPS.COM YOUR ONE STOP SHOPPING RESOURCE & Design	2,600,271
COMPAREANDPROTECT.COM	2,488,900
CE&O CONSULTANTS ERRORS AND OMISSIONS & Design	2,293,979
PROTECTION PORTFOLIO YOUR SINGLE SOURCE FOR VOLUNTARY AND SUPPLEMENTAL BENEFITS	2,288,538
EZ PAY & Design	2,505,716
VOLUNTARY INSURANCE PROGRAM (VIP)	2,330,694
VOLUNTARY BENEFITS PLAN	1,763,236

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