

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Second Lien Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alliant Services Houston, Inc.		12/12/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust Company, as Collateral Agent
<b>Street Address:</b>	Rodney Square North
<b>Internal Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Banking Corporation: DELAWARE

**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)

OP \$340.00 3111985

Registration Number:

1763236

VOLUNTARY BENEFITS PLAN

**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:

12/18/2006

**Total Attachments: 7**

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**GRANT OF SECOND LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 12, 2006, is made by ALLIANT SERVICES HOUSTON, INC., a New York corporation (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as Collateral Agent (in such capacity together with its successors and assigns, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of November 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Second Lien 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 Second Lien 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 Second Lien 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 second 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 Second Lien 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 Second Lien Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Second Lien Security Interest. The Obligor hereby pledges and grants a continuing second 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

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**TRADEMARK  
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continuance of an Event of Default without requiring further action by either party and to be effective upon 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 second lien security interest herein with the United States Patent and Trademark Office. The second 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.

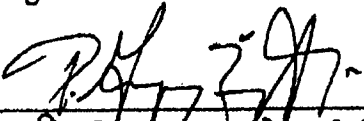
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the second lien security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Guarantee and Collateral 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

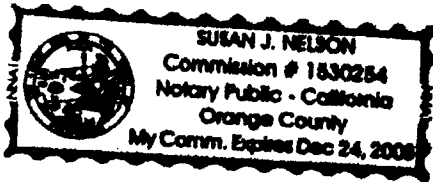
WILMINGTON TRUST COMPANY  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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 CEO 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  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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:

WILMINGTON TRUST COMPANY  
as Collateral Agent

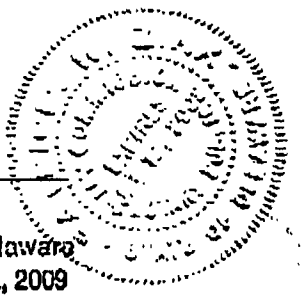
By:  \_\_\_\_\_  
Name: Kristin L. Moore  
Title: Senior Financial Services Officer

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Delaware )  
 ) ss  
COUNTY OF New Castle )

On the 12 day of December, 2006, before me personally came Kristen S. Moss, who is personally known to me to be the Asst. La. Officer of Wilmington Trust Company, a Delaware banking corporation, who, being duly sworn, did depose and say that she/he is the Officer in such banking association, the banking association 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 banking association; and that she/he acknowledged said instrument to be the free act and deed of said banking association.

Patricia W. Zink  
Notary Public **PATRICIA W. ZINK**  
Notary Public - State of Delaware  
My Comm. Expires July 12, 2009



(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
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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